



Posted: Friday, December 09, 2011

## NOTICE AND CALL OF THE REGULAR MEETING OF THE TRINIDAD CITY COUNCIL

The Trinidad City Council will hold its first regular monthly meeting on  
**WEDNESDAY, DECEMBER 14, 2011 at 7:00 PM**  
in the Town Hall at 409 Trinity Street

### CLOSED SESSION BEGINS AT 5:00 PM

- I. CALL TO ORDER/ROLL CALL
- II. PLEDGE OF ALLEGIANCE
- III. ADJOURN TO CLOSED SESSION
  1. Government Code section 54956.9(b)(3): Pending Litigation
- IV. REPORT FROM CLOSED SESSION
- V. APPROVAL OF AGENDA
- VI. APPROVAL OF MINUTES - October 12, 2011 cc, November 09, 2011 cc
- VII. COUNCIL MEMBER REPORTS, INCLUDING COMMITTEE ASSIGNMENTS
- VIII. ORAL STAFF REPORTS - Specific Department Reports, Planning Commission
- IX. ITEMS FROM THE FLOOR  
*(Three (3) minute limit per Speaker unless Council approves request for extended time.)*
- X. CONSENT AGENDA
  1. Staff Activities Report through November 2011
  2. Financial Status Reports for October 2011
  3. Authorize up to \$2,000 for City Planner to complete application to the Coastal Commission for processing the Local Coastal Plan amendment for review and approval of the Accessory Dwelling Unit and Vacation Dwelling Unit Ordinance.
  4. Authorize City Manager to sign "Green Diamond CA Timberlands Master Land Use Permit" for the Luffenholtz Creek Sediment Reduction Project.
  5. Award of Proposition 1B Projects to GRS (formerly Miller Farms)
  6. Agreement with Humboldt County Sheriff's Office for Animal Control Services.
  7. Agreement between the City of Trinidad and Winzler & Kelly for environmental, Engineering, and Construction Engineering Services for the Azalea & Pacific Street State Transportation Improvement Program (STIP) Project
  8. Authorize the Mayor to Sign the Memorandum of Understandings for the North Coast Integrated Regional Water Management Plan.
- X. DISCUSSION/ACTION AGENDA ITEMS
  1. Presentation/Discussion/Decision regarding Trinidad Gateway Project Design.
  2. Continued Discussion/Decision regarding Proposed Draft Water Rate Increase.
  3. Discussion/Decision regarding request from Trinidad Head Study Committee to expand Committee's Tasks to include vegetation management recommendations.
  4. Discussion/Decision regarding proposal to purchase and finance 490 Trinidad Street property known as the Trinidad Art Gallery.
- XI. COUNCIL, STAFF, or PUBLIC REQUESTS FOR FUTURE AGENDA ITEMS
- XII. ADJOURNMENT

**APPROVAL OF MINUTES FOR:**

**OCTOBER 12, 2011CC:**  
**NOVEMBER 09, 2011CC:**

**NOVEMBER 10 Special Meeting** and **November 30 Special Meeting** minutes will be reviewed  
for approval at the January 2012 meeting.

**Supporting Documentation follows with:** **9 PAGES**

**MINUTES OF THE REGULAR MEETING OF THE TRINIDAD CITY COUNCIL**  
**WEDNESDAY, OCTOBER 12, 2011**

**I. CALL TO ORDER/ROLL CALL**

- Mayor Bhardwaj called the meeting to order at 7:00PM. Council members in attendance: Morgan, Miller, Fulkerson. **Davies was absent.**
- City Staff in attendance: City Clerk Gabriel Adams, City Manager Karen Suiker, City Engineer Steve Allen and Rebecca Crow, and City Attorney, Sarah Hauck.

**II. PLEDGE OF ALLEGIANCE**

**III. ADJOURNMENT TO CLOSED SESSION – *No closed session scheduled***

**IV. RECONVENE TO OPEN SESSION**

**V. APPROVAL OF AGENDA**

- Pull item #5 and 7 for discussion at a future meeting.
- Motion (Miller/Fulkerson) to approve the agenda as amended. Passed 4-0.*

**VI. APPROVAL OF MINUTES – August 10, 2011 cc, September 14, 2011 cc, and September 28, 2011 scc**

*Motion (Morgan/Davies) to approve August 10 and September 28 as submitted. Continue Sept. 14 to the next meeting for review. Passed 4-0.*

**VII. COMMISSIONERS REPORTS**

Morgan: Nothing to report.

Fulkerson: Nothing to report.

Miller: Nothing to report.

Bhardwaj: HCAOG discussed State law that was recently passed allowing Tribes to join Associations of Governments.

**VIII. STAFF REPORTS**

Karen Suiker – City Manager

- Summarized staff report included in the Council meeting packet.

**IX. ITEMS FROM THE FLOOR**

Jim Cuthbertson – Trinidad

The light at the corner of Scenic and Main Street needs to be replaced. It is extremely dangerous for pedestrians and vehicles navigating the intersection.

**X. CONSENT AGENDA**

1. Staff Activities Report through September 2011
2. Financial Status Reports for August 2011
3. PG&E Contract for Relocation of Streetlight
4. Acceptance of Bid and Project Award from Whitson, Inc. for the Water Treatment Plant Monitoring Upgrade Project.

*Motion (Fulkerson/Miller) to approve the consent agenda as submitted. Passed 4-0.*

## XI. AGENDA ITEMS

### 1. Discussion/Decision regarding Draft Water Rate Structure Proposals

City Engineer Rebecca Crow presented the preliminary results of the water rate analysis being conducted for the City by Winzler & Kelly. Questions and discussion from the August and September Council meetings were taken into account when rate scenarios were being developed. Fourteen rate scenarios were run and four alternatives are included in the presentation.

All alternatives eliminated the minimum volume of water (currently 300 cubic feet) being included with the base rate. The alternatives evaluated both a 25 % and 10% differential between the in-City and out-of-City customers. As expected as the percentage difference decreased, costs were shifted to in-City customers. Several types of consumption rates were also evaluated, and included a uniform rate for all water, rate blocks that increased by 5%, and rate blocks that increased by 10%. As the difference between the low end rate blocks and the high end rate blocks increase, costs are shifted to higher volume users.

Different base rates were considered. The higher the base rate, the more stable rates are and less susceptible to decreases in water use decreasing revenues. However if the base rate is too high, there is less incentive to conserve. In general, as more of the system costs are recovered through the base rate, costs for the lower end users increases, while high volume users see a small reduction. There is little information available to predict the exact impact of increased rates on water use, but experience in other communities has shown over time that as rates increase people will use less water. One item for Council's consideration is to increase the revenue requirement to account for potential 5 – 10% reduction in water use. Once the presentation has been reviewed with council and questions answered, the next steps will be to select a final rate scenario and then to complete the Proposition 218 public noticing and protest hearing process.

#### Public comment included:

**Jim Cuthbertson** – Trinidad

How and why did the City get into a \$100,000 deficit when the budget has been balanced over the last 5 years?  
How many employees does it take to run the treatment plant?

#### Council comments included:

**Bhardwaj:** New projects that the Water Department is working on should be clearly explained. Like sales taxes, someone will always be stuck paying for services that government provides. Not everyone will be happy. However, very concerned with how proposed rate will impact Trinidad School. Their rate will triple. We should look into a different structure for institutions. I don't support the progressive rate structure. Let's try 15% differential.

**Fulkerson:** These rates seem too complicated. The proposed rates will be hard to sell. We'll hear from many customers when they get their first bill. We should look at a 20% differential, and try to curb the impact to Trinidad School.

**Miller:** I can support the 20% differential. The rates should be high enough to support a robust water treatment and distribution system. With the current, proposed rates, money won't be piling up. It will be spent on improvements to the system as planned and maintain a healthy reserve. Rates could be lowered in future years when appropriate reserves are met and as capital improvement projects are completed. I support a uniform rate, a differential reduction to 15%, \$40 base rate, and a 2.5% CPI annual increase.

**Morgan:** A uniform structure seems fair. The rates should be based upon need, not planning too far into the future. According to the City Engineer, a reserve of 1-1.5 Million is sufficient.

*Motion (Miller/Morgan) to direct the City Engineer to run the following rate scenario and return to the next meeting with results: **Uniform rate structure, 15% differential, \$40.00 base rate, and 2.5% annual CPI increase. Passed 3-1. Fulkerson = No.***

2. Discussion/Decision regarding Agreement Between City and Winzler & Kelly for Water System Upgrade Design, Permitting, and Technical, Managerial, and Financial Assessment.

City Engineer Rebecca Crow explained that Winzler & Kelly has been working with the City and California Department of Public Health since late 2008 on a funding proposal for the design of a water system upgrade project, and as a result of those efforts, the City has obtained an 80% grant toward the \$193,100 project to prepare the design, permit application and technical, managerial and financial assessment. The Agreement provides for Winzler & Kelly to commence such work for an estimated task fee of \$179,600. Funds were included in the budget adopted in June 2011.

There were no comments from the Council or public.

*Motion (Morgan/Miller) to authorize the City Manager to execute the agreement as submitted. Passed 4-0.*

3. Discussion/Decision regarding Agreement Between City and Winzler & Kelly for Assistance with Trinidad Head ASBS Stormwater Management Improvement Project.

City Engineer Rebecca Crow explained that in 2009, Trinidad was approved for a State Proposition 84 grant for \$2,500,000 for major design and construction of improvements to the stormwater drainage system. The Council adopted a resolution in August 2010 authorizing the City Manager to enter into a financial assistance agreement with the State Water Board to begin planning for this project. The agreement provides for Winzler & Kelly to commence such work on the Trinidad Head Areas of Special Biological Significance Stormwater Management Improvement Project that will be funded by the Proposition 84 Grant Program. The purpose of this improvement project is to implement enhancements to the existing stormwater system to capture and treat stormwater runoff from most rainfall events. Much of the runoff from the city currently discharges to the Trinidad Head Area of Special Biological Significance.

There were no comments from the Council or public.

*Motion (Miller/Morgan) to authorize the City Manager to execute the agreement, and adopt the following corresponding budget in Fund 5.13 – ASBS Stormwater Project: Revenue: Grant Income \$880,900, Expenditure: Contracted Services \$880,900. Passed 4-0.*

4. Discussion/Decision regarding Draft Ordinance 2011-03; State Video Service Franchises.

City Attorney Sarah Hauck explained that adoption of the Digital Infrastructure and Video Competition Act of 2006 (DIVCA) by the State Legislature eliminated the ability of local agencies to franchise cable service providers and replaced it with a statewide franchising system through the CPUC. The City's existing franchise with Suddenlink was grandfathered in until its expiration on October 09, 2011. Ordinance 2011-03 implements the DIVCA to allow for implementation of a State level franchise.

Public comment included:

**Jan Krapalien & Shawn McGlaughlin** – Access Humboldt

Explained what Access Humboldt is, described what franchises mean, the benefits of franchise, and a dig once policy. The current state video franchise will establish a new legacy, support the jurisdiction in retaining public right of ways, establish a customer service obligation, and increase revenue for PEG fees.

Council asked various questions about Access Humboldt, but agreed and supported the draft ordinance unanimously.

There was no public comment.

*Motion (Miller/Fulkerson) to approve and adopt Ordinance 2011-03, amending chapter 5.12 – Cable TV Franchise. Passed 4-0.*

5. Discussion/Decision regarding updated Draft Town Hall rental Rates and Application Procedure Continued to a future meeting.

6. Discussion/Decision regarding Purchase of Fire Truck from Blue Lake Fire Department  
City Manager Suiker explained that Chief Tom Marquette has requested the Council authorize \$20,000 to be expended for the purchase of a fire truck being offered by Blue Lake Fire Department. A description of the fire truck and justification for its purchase is detailed on the attached email. The current year budget allocated \$50,000 in capital reserves for fire department equipment.

There were no comments from the Council or public.

*Motion (Fulkerson/Miller) to authorize purchase of Blue Lake fire truck for \$20,000 from the \$50,000 allocated in capital reserves. **Passed 4-0.***

7. Discussion/Decision regarding request to waive fees for design review of the banners intended to celebrate the commercial fishing fleet.  
*Continued to a future meeting.*

## **XII. COUNCIL REQUEST FOR FUTURE AGENDA ITEMS**

## **XIII. ADJOURNMENT**

- Meeting ended at 10:00 pm.

**Submitted by:**

\_\_\_\_\_  
**Gabriel Adams**  
City Clerk

**Approved by:**

\_\_\_\_\_  
**Kathy Bhardwaj**  
Mayor

**MINUTES OF THE REGULAR MEETING OF THE TRINIDAD CITY COUNCIL**  
**WEDNESDAY, NOVEMBER 09, 2011**

**I. CALL TO ORDER/ROLL CALL**

- Mayor Bhardwaj called the meeting to order at 7:00PM. Council members in attendance: Miller, Bhardwaj, Davies, Fulkerson. ***Morgan was absent.***
- City Staff in attendance: City Clerk Gabriel Adams, City Manager Karen Suiker, TPW Director Bryan Buckman, City Engineer Rebecca Crow.

**II. PLEDGE OF ALLEGIANCE**

**III. ADJOURNMENT TO CLOSED SESSION**

1. Government Code section 54956.9(b)(3): Pending Litigation

**IV. RECONVENE TO OPEN SESSION**

Mayor Bhardwaj announced that the Council has decided not to pursue any further litigation against Freeman Architects for loss of ARRA funding for Saunders Park development. Council has determined that sanctions made by Caltrans were disproportionate to the consequences as well.

**V. APPROVAL OF AGENDA**

*Motion (Miller/Davies) to approve the agenda as amended. Passed 4-0.*

**VI. APPROVAL OF MINUTES – No minutes to approve.**

**VII. COMMISSIONERS REPORTS**

Miller: Nothing to report

Fulkerson: Unable to attend November 10 special meeting scheduled to discuss Moss Subdivision.

Bhardwaj: HCAOG discussed issues with allowing Tribal representation. Also discussed 101 Safety Corridor proposal to ask cities to allocate STIP funding back to HCAOG for improvements to that section of freeway.

Davies: Brief report on RCEA meeting.

**VIII. STAFF REPORTS**

Karen Suiker – City Manager

- Summarized staff report included in the Council meeting packet.

**IX. ITEMS FROM THE FLOOR**

**Tom Odom – Trinidad**

Received a phone call from Pacific Street resident regarding drainage from a city street affecting her property. Asked the Council to address the situation.

**Jim Cuthbertson – Trinidad**

Azalea & Pacific Streets have been ignored for many years and should be addressed. Also, intersection at Scenic & Main Street is dark and unsafe. A light should be installed to improve safety of pedestrians and vehicles crossing intersection.

**Marie Kelleher-Roy – Trinidad area resident.**

Commented on trail and road maintenance on Trinidad Head.

**X. CONSENT AGENDA**

1. Staff Activities Report through October 2011
2. Financial Status Reports for September 2011

3. Updated Contract for City Attorney Legal Services
4. Agreement for Accounting and Financial Services
5. Bid award for Surplus Property - 2000 Ford Expedition
6. Updated Contract between the State of California and the City of Trinidad for 2002 Park Bond and Roberti Z'Berg-Harris Bond Act Fund Reimbursements
7. Use Permit/CDP 2011-05; Certification of Planning Commission Decision as required by PD Zoning Ordinance.

*Motion (Fulkerson/Miller) to approve the consent agenda as submitted. **Passed 4-0.***

## **XI. AGENDA ITEMS**

1. Proclamation 2011-05; Recognition and Support of the Great American Smokeout November 17, 2011.  
Representative Denise George explained the Proclamation, her involvement with the program, and thanked the Council for supporting the Great American Smokeout.

*Motion (Miller/Fulkerson) to approve Proclamation 2011-05. **Passed 4-0.***

2. Discussion/Decision regarding Proposed Water Rate Increase Notice.  
City Manager Suiker explained that the draft Notice of Public Hearing on Proposed Water Rate Increases was prepared based on Council action to increase water rates to generate an additional \$100,000 and change the in city/out of city differential from 50% to 15%.

The substantial increase as a result of this proposed change in monthly water rates caused staff to survey other water service providers and take a closer look at the financial data used in the rate analysis. The Council may wish to consider a lesser increase based on the following:

- The expenditure projections were based on budgeted amounts, which historically are higher than actual expenditures and presumably that trend will continue.
- The debt service payment will mature in FY 13-14, freeing up nearly \$26,000 in annual payments.

Toward that end, it is recommended that the Council consider reducing the additional amount to generate through fee increases from \$100,000 to \$50,000 per year. That will reduce the amount available for capital expenditures, but some of that will be restored once the debt service is paid in full in FY 2013-2014.

### Public comment included:

**Geoff Proust** – Trinidad School Principal

Read a letter submitted to the Council and included in the packet. Expressed concerns with how the new rates will impact an already tight budget, and requested consideration for a reduced rate or alternative scenario for how the school is billed. He explained that based upon the draft rate structure, the school would get hit with a \$5,000 overall increase annually.

**Jim Cuthbertson** – Trinidad

Warned the Council that if the rates aren't modified from the current proposal, they will likely get voted down. The City should review expenses and make cuts before passing along the burden completely to rate payers.

**Tom Odom** – Trinidad

Agreed with Cuthbertson. The draft rates should address \$50,000 increased revenue vs. \$100,000.

**Shirley Laos** – Trinidad

Supports the new, adjusted draft rates as proposed tonight that reflect a reduction in overall revenue target from \$100,000 to a more reasonable amount like \$50-60,000.

**Kim Tays** – Trinidad

The City should complete an energy audit and cut costs before adopting new rates.

### Council comments included:

**Fulkerson:** Perhaps the City could create a fund that would help offset higher rates to the School based upon the City's use of the School grounds after-hours? The City definitely benefits from the beautiful landscaping that the School maintains. Also, we all should realize how cheap this water is, and how lucky we are to have it delivered to our homes.

**Miller:** Maybe we should revisit the rate differential for outside-city residents? Conservation is important, but the progressive rate structure didn't produce significant results. I'm certainly willing to pay increase rates for water that is clean and safe to drink. The cost to produce good, clean water that meets current State health standards will continue to increase over time. The Water Department runs lean, and the infrastructure we use to treat our water needs regular attention. I'm in favor of paying an increased rate to maintain the highest level of water.

**Davies:** I don't want the rate structure to have such a significant impact to the School. Should we consider a 25% differential for outside-city residents? Treating water with less chemicals and using mechanical processes is a priority.

**Bhardwaj:** The treatment plant is running lean and efficiently. TPW has found and fixed numerous leaks throughout the system, adjusted polymers and saved money, and consumes only enough energy to get the job done. We should all be pleased with Water Department staff, and appreciate how well they work with the City's best interests in mind. There is no us vs. them – it's OUR money. We need to make our finances sustainable, but protecting the School from significant impacts should be a priority. We should revisit a 25% rate differential, and lower the target to \$50,000 increased revenue.

*By consensus, the Council agreed to direct Staff to return with a new proposal that adjusts revenue target to \$50,000, raise the differential to 25%, and protect the school however possible.*

3. Discussion/Decision regarding updated draft Town Hall rental Rates and Application Procedure.

City Manager Suiker introduced Kara Newman. Newman explained that research and data collection lead to conclusions and recommendations for the City of Trinidad's facility rental fees and procedures. Data collection included but was not limited to facility rental fees and procedures from similar facilities in Blue Lake, Arcata and Ferndale. It was evident from comparing other city's policies that Trinidad would benefit from revising their fee schedule as well as making some changes to the facility rental process.

Public comment included:

**Kim Tays – Trinidad**

Detail work should be done on a regular basis.

**Patti Fleschner – Trinidad**

Please don't increase rates for instructors. We will lose them if they're required to pay a fee. It's a benefit to our quality of life to have access to talented instructors who wouldn't likely be here if it weren't for availability of the Hall free-of-charge.

Council comment included:

**Miller:** It doesn't make sense to charge higher fees if it prohibits the use of the facility.

**Fulkerson:** It looks like an airtight process – take deposits, be strict with check-out process and hold tenants accountable. Civic groups should not be required to pay a use fee. Parties and for-profit groups should pay.

**Davies:** Classes and activities open to the public should not be required to pay a fee. A monitor for large events should be on site and the tenant should be required to pay for the service.

**Bhardwaj:** I agree with the Council comments so far. More follow up after large parties is necessary, and tenants should be held accountable for any damages that occur.

*Based upon input from Council and draft amendments provided by Newman for integration into the new rental contract, the following items were agreed to:*

- The Town Hall Rental Application should require renters who are charging admission provide their Non-Profit I.D. as well as a description of what the proceeds will be used for.
- The Local Event rental fee should be raised to \$30/hr.
- Saunders Park should be available to reserve for \$200 Non Profit/Youth/School/Senior Group Rate and \$250 for Private/Business Rate.
- The Security Deposit should be referred to as the Security/Clean-Up/Damage Deposit and raised to \$300. Public Works should complete and submit to the City Clerk a completed Clean-Up/Damage Deposit checklist following each rental. City Clerk should mail back deposit within two weeks of the rental..
- A 20% surcharge should be put towards a Town Hall maintenance fund. The Town Hall maintenance fund would cover: utilities, regular repairs, custodial, capital improvements, staff costs and insurance/risk management.
- Event host should be required for large parties over 100 people.

Motion (Miller/Fulkerson) to approve the amendments to the Town Hall rental agreement. **Passed 4-0.**

4. Discussion/Decision to consider additional appointment to Trinidad Head Committee.

City Manager Suiker explained that Rocky Whitlow has expressed interest in joining the Committee. The Council appointed members to the committee, and should decide whether or not to add new members.

Public comment included:

**Shirley Laos** – Trinidad Rancheria VP

If the Council adds new members, then others people should have the opportunity to be considered as well.

**Mareva Russo** – Trinidad

Agreed with Laos. Does not support adding new members at this time.

**Victoria Sackville-Rosen** – Trinidad

The deadline to sign up has passed. No new members should be considered.

Council comments included:

**Davies, Fulkerson, Miller** agreed that the deadline was set and the committee formed. No additions.

**Bhardwaj:** Complimented and thanked applicant and encouraged her to continue to attend meetings.

*No action taken*

5. Discussion/Decision regarding request to waive fees for design review of the banners intended to celebrate the commercial fishing fleet.

City Manager Suiker explained that earlier this year the Council heard a presentation from a representative of the Commercial Fishermen's Wives to install banners throughout Trinidad to celebrate the commercial fishing fleet. The council subsequently approved a budget allocation of \$500 for banner hardware to be compatible with the new light poles, with banner placement to be administered by the Chamber of Commerce.

The Council is now being requested to consider waiving fees for design review. The actual fee is not known at this point, but would depend on actual time and materials of planning staff effort expended toward this project. A deposit of \$750 would normally be collected up front, with additional funds assessed or excess refunded depending on the actual costs.

Public comment included:

**Mareva Russo** – Trinidad

The fee should not be waived.

**Marge O'Brien** – Trinidad

I support the banners. They will decorate the town beautifully, and celebrate or fishing heritage.

**Brad Twoomey** – Trinidad

Various complaints and criticisms about sign issues, preventing eyesores, etc. Kim Tays agreed with Twoomey that the city should not pay for the application.

Council comment included:

**Fulkerson:** \$750 seems high for application fees. Banners concern me due to possible future requests. More details are needed. **Bhardwaj and Davies** agreed.

*By consensus, the Council agreed not to waive the fees.*

6. Discussion/Decision regarding acceptance of Bid and Contract for Town Hall HVAC and Insulation project. City Manager Suiker explained that sealed bids were solicited for the project to 1) insulate the Town Hall Ceiling; 2) Install a 95% efficient 100,000 btu/hour furnace and a 95% efficient 60,000 btu/hour furnace to replace existing equipment; and 3) Install a ventilation system in the main room of the City Hall. Bids were received and opened on November 7, 2011. This project is funded by the American Recovery and Reinvestment Act (ARRA) Energy Efficiency and Conservation Block Grant (EECBG) through a sub grantee agreement with the County of Humboldt. Approximately \$24,000 is available for completing this project.

Project work is expected to begin in November or December and be completed in January 2012.

There was no public comment.

*Motion (Miller/Fulkerson) to accept the bid and award contract to Pierson and Co. for Insulation project, and award O&M Industries the contract for the HVAC and Furnace Replacement project. **Passed 4-0.***

## **XII. COUNCIL REQUEST FOR FUTURE AGENDA ITEMS**

## **XIII. ADJOURNMENT**

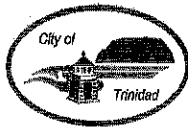
- Meeting ended at 10:25 pm

**Submitted by:**

**Gabriel Adams**  
City Clerk

**Approved by:**

**Kathy Bhardwaj**  
Mayor



## **CONSENT AGENDA ITEM 1**

### **SUPPORTING DOCUMENTATION FOLLOWS WITH: 5 PAGES**

1. Staff Activities Report through November 2011

**CITY OF TRINIDAD**

P.O. Box 390  
409 Trinity Street  
Trinidad, CA 95570  
(707) 677-0223

**Kathy Bhardwaj, Mayor**  
**Karen Suiker, City Manager**



## **STAFF ACTIVITIES REPORT**

Through November 2011

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A Staff Activities Report is provided to the City Council on a monthly basis, with additions to the previous report indicated in **bold type face**. Old information will be left on this report for a period of time and then removed or updated.

### **City Administration:**

1. Town Hall Rental. **The Council received a staff report regarding rental of city facilities and some changes have been incorporated into our rental process. In addition to other changes, the Council supported implementation of an event host program in Trinidad for events where alcohol is served and/or for events for over 100 or more attendees. This will require development of a job description and appropriate contract document, followed by recruitment and interview of potential applicants, all of which takes staff effort that needs to be prioritized in conjunction with other responsibilities. This was patterned after the program in the City of Blue Lake, which is a component of their recreation department headed by a full time Parks & Recreation Director with several part time park & recreation staff members that are assigned event host functions as needed.**
2. On-Site Waste Water Treatment (OWTS) Ordinance. A public education proposal from Streamline Planning to implement this ordinance was approved by the Council at its August meeting. Streamline is working on putting together public education materials to be mailed out to property owners. On a related issue there are new proposed regulations available for public review and comment pertaining to new systems, failing systems and systems within 2,000 feet of a nutrient or pathogen impaired water body (Trinidad State Beach) that may impact the city's program. Planning is reviewing those regulations and a summary will be provided at some point in the future.
3. Library. **The Library's contractor has made application for a building permit, and the Planning Commission will consider design review and coastal development at their meeting of December 8.**
4. Water Rates. **Presentations on this subject have been made to the Council on August 10, September 28, October 12 and November 9, and will be further discussed as a separate agenda item for this meeting.**

5. Requests for Public Documentation. The City has been served with two requests for substantial and voluminous documentation related to the Moss Subdivision and the Pennisi tree trimming incident. Compliance with the legal requirements necessitates immediate attention to these requests, which may cause delays in the completion of other work responsibilities.

6. Business License Renewals. Business license applications for 2011-12 were mailed the beginning of July, and a second notice was mailed 9/20/2011. There are 33 businesses that did not respond to either notice, some of which may no longer be in business in the City. Staff is preparing a third and final notice to be mailed in January, before consideration of additional measures to assure consistent application of the City's Ordinance.

7. Annual Audit. Staff has been preparing supporting documentation for the annual audit which will commence Monday, December 12.

## **PLANNING ISSUES**

1. General Plan. The Planning Commission continues to work on the Circulation Element, which is one of the more complex of the seven state required elements, and the fourth reviewed by the Planning Commission so far. The Circulation Element not only includes transportation and streets, but also public services and energy use. General Plan work was put on hold for a few months due to other planning issues and permits; however, the Circulation Element is near completion and should come before the Council in the next few months.

2. Accessory Dwelling Unit (ADU) Code. This Ordinance was adopted by the City Council in August, 2010. **Consideration of funding for the contracted Planner to submit a Local Coastal Plan amendment to the Coastal Commission for review and approval of this Ordinance is presented at this December Council meeting.** This Ordinance was adopted by the City Council in August, 2011.

3. Vacation Units Regulations. The second reading of the Vacation Dwelling Unit Ordinance was presented to the Council in August, 2011. **Consideration of funding for the contracted Planner to submit a Local Coastal Plan amendment to the Coastal Commission for review and approval of this Ordinance is presented at this December Council meeting.**

4. Moss Subdivision. At a special meeting held November 10, 2011, the Council directed staff to appeal the decision by the Humboldt County Planning Commission to approve the Moss Subdivision on Fox Farm Road in Westhaven. A timely appeal was subsequently filed together with payment of the appeal fee of \$2,322.65. There will be no additional costs to the city other than time charges from its contracted planner and attorney, as may be necessary.

## Status of Grant Funded Programs

### 1. Project Name: Gateway Project

Source of Funds: Combination of Transportation Enhancement Funds, Federal High Risk Rural Roads Funds and local Proposition 1B funds

**Status: Replacement of six streets lights is expected to be completed in early January, weather permitting. The Gateway project design is being presented to the Council this December meeting with the bidding process to follow soon thereafter, with construction anticipated to commence in early May, 2012.**

### 2. Project Name: Town Hall Heating System

Source of Funds: Energy Efficiency Block Grant (\$25,000)

**Status: Bids were awarded at the November Council meeting for the Town Hall Heating System Project to O & M Industries and Pierson Company. O & M will install the furnaces and ventilation system in December and Pierson Company will complete the insulation of Town Hall by January 15.**

### 3. Project Name: Turbidity Monitoring (SCADA upgrade)

Source of Funding: CA State Proposition (\$113,628)

**Status: Winzler & Kelly is acting as the project manager. The low bidder was Witson Inc. from Willow Creek who has worked on the City's system for many years. Their bid was slightly higher than estimated and they have suggested a project modification to improve system functionality. The Department of Public Health is increasing the project grant funds to cover these changes, and the work is anticipated to start in late December/January.**

### 4. Project Name: Water Plant Improvement Project

Source of Funding: Safe Drinking Water Revolving Fund (\$193,100)

**Status: The City Engineers are finalizing the reimbursement form with the Department of Public Health, and initial work on finalizing the system is underway. A presentation on the proposed improvements and next steps is planned for the City Council in January or February.**

### 5. Project Name: Luffenholtz Creek Sediment Reduction

Source of Funding: California Department of Public Health ( up to \$1.875 million)

**Status: The long term access and maintenance agreement between the City and Green Diamond "California Timberlands Master Land Use Permit", has been completed and reviewed by the respective attorneys, and is now coming before the City Council this month. Execution of this agreement is necessary before we receive a letter of commitment for funding.**

**6. Project Name: Trinidad Pier Reconstruction (ASBS Project)**

**Source of Funding: CA State Proposition 84 (\$2,500,000)**

**Status: Construction of the pier is on schedule with completion anticipated in May 2012. The new piles have all been driven, and the contractor is now removing the old wooden piles and is preparing to set the new decking.**

**7. Project Name: Storm Water Management Improvement**

**Source of Funding: CA State Proposition 84 (\$2,500,000)**

**Status: Informal bids to complete the drilling and geotechnical investigations to understand the flow of groundwater under the City prior to infiltration stormwater have been received. Winzler & Kelly/GHD is now negotiating the final price and terms to assure costs stay within the grant budget and the information needed to complete the project is obtained. A final date for drilling is not yet available, but when it is an informational handout will be prepared for City Hall and nearby residents so they know when work will occur and what to expect.**

**8. Project Name: Trinidad to Humboldt Bay Coastal Watershed Program**

**Source of Funding: Department of Conservation Water Coordinator Grant (\$293,910)**

**Status. This is a three year program with the outcome anticipated to be improved coordination among watershed entities to avoid duplication of effort and to promote improved management of water resources.**

## **Police Department**

**1. Sale of Assets. The City has successfully completed its surplus sale and is now working with a firm from Mission Viejo that specializes in auction of police department property for items that were not sold during the sale.**

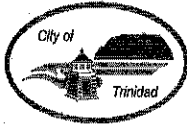
## **Public Works Department**

1. Van Wycke Trail. The trail has been posted as “closed”, and the Engineer is awaiting the results of further geotechnical studies. Preliminary results indicate there is insufficient suitable material for construction of a new retaining wall. An alternative option is being evaluated to possibly stabilize the base of the existing retaining wall and construct a pedestrian bridge over the sunken area. A long term but more costly solution being considered is the installation of spiral nails. The consensus of opinion at this point is that the options will probably be twofold: (1) approve an expensive repair or (2) abandon/close the trail.

2. Trinidad Head Maintenance, The City continues to perform trail maintenance to within the limitations identified in the July 1, 2011 letter from the Coastal Commission (to no more than one foot on either side of the existing roads and to a total width of 4 feet along the trails), and has asked the Planning Commission to consider approval of a Coastal Development Permit that would allow staff to maintain vegetation to the same historical standards as in the past several years. This has been continued to the December Planning Commission in order for additional language regarding these historical standards to be developed and presented, but may be further continued to the February Planning Commission at the request of interested parties.

3. Town Hall Maintenance. Staff has made substantial progress on working through a list of maintenance/repair items, and can report successful completion of the following:

- Roof leak repaired
- Completed inspection for leaks around roof jacks
- Cleaned gutters
- Completed stage repairs, replacing molding and staining to match existing structure
- Sanded and repainted southern facing window sills
- Scrubbed windows and inner sills
- Cleaned light fixtures
- Completed quarterly inspection of septic system



## **CONSENT AGENDA ITEM 2**

### **SUPPORTING DOCUMENTATION FOLLOWS WITH: 8 PAGES**

2. Financial Status Reports for October 2011

**City of Trinidad**  
Statement of Revenues and Expenditures  
From 10/1/2011 Through 10/31/2011

	Current Month	Year to Date	Total Budget - Original	% of Budge	
Revenue					
41010	PROPERTY TAX - SECURED	0.00	0.00	115,000.00	100.00)%
42000	SALES & USE TAX	15,700.00	15,700.00	180,000.00	(91.28)%
43000	TRANSIENT LODGING TAX	2,227.00	4,253.75	80,000.00	(94.68)%
47310	VEHICLE LICENSE COLLECTION	0.00	182.06	0.00	0.00)%
47350	MOTOR VEHICLE LICENSE FEE GAP	0.00	704.32	0.00	0.00)%
49080	MOTOR VEHICLE FINES	0.00	0.00	3,500.00	100.00)%
53010	COPY MACHINE FEE	0.50	17.50	100.00	(82.50)%
53020	INTEREST INCOME	4,719.12	10,481.64	15,000.00	(30.12)%
53060	DONATIONS	0.00	50.00	0.00	0.00)%
53090	OTHER MISCELLANEOUS INCOME	21,875.37	22,408.99	2,500.00	796.36)%
54020	PLANNER- APPLICATION PROCESSIN	0.00	3,150.00	8,500.00	(62.94)%
54040	ENGINEER-APPLICATION PROCESSIN	0.00	0.00	500.00	100.00)%
54050	BLDG.INSPECTION-APPLICATION PROCESSI	3,376.22	24,382.52	10,000.00	143.83)%
54100	ANIMAL LICENSE FEES	0.00	65.00	100.00	(35.00)%
54130	FARMERS MARKET BUSINESS LICENS	0.00	30.00	0.00	0.00)%
54150	BUSINESS LICENSE TAX	535.00	7,386.00	7,500.00	(1.52)%
54300	ENCROACHMENT PERMIT FEES	0.00	50.00	400.00	(87.50)%
56400	RENT - VERIZON	0.00	5,042.04	19,620.00	(74.30)%
56500	RENT - HARBOR LEASE	0.00	5,000.00	5,000.00	0.00)%
56600	RENT - OTHER TENNIS COURT	50.00	50.00	0.00	0.00)%
56650	RENT - SUDDENLINK	0.00	995.22	4,200.00	(76.30)%
56700	RENT - TOWN HALL	1,165.00	5,365.00	8,500.00	(36.88)%
56800	RENT - MISC	0.00	0.00	500.00	100.00)%
59999	INTERDEPARTMENTAL TRANSFER INC	0.00	0.00	5,000.00	100.00)%
	Total Revenue	49,648.21	105,314.04	465,920.00	(77.40)%

**City of Trinidad**  
Statement of Revenues and Expenditures  
201 - GFAdmin  
From 10/1/2011 Through 10/31/2011

		Current Month	Year to Date	Total Budget - Original	% of Budget
Expense					
60900	HONORARIUMS	250.00	1,000.00	3,000.00	66.67%
61000	EMPLOYEE GROSS WAGE	5,709.16	23,461.42	72,615.00	67.69%
61250	OVERTIME	0.00	0.00	1,500.00	100.00%
61470	FRINGE BENEFITS	46.16	184.64	0.00	0.00%
65000	EMPLOYEE TAXES, INSUR & BENEFI	0.00	0.00	8,746.00	100.00%
65100	DEFERRED RETIREMENT	209.46	831.78	0.00	0.00%
65200	MEDICAL INSURANCE AND EXPENSE	363.59	1,446.87	6,384.00	77.34%
65300	WORKMEN'S COMP INSURANCE	0.00	4,485.68	0.00	0.00%
65500	EMPLOYEE MILEAGE REIMBURSEMENT	63.50	266.00	1,200.00	77.83%
65600	PAYROLL TAX	455.44	1,869.05	0.00	0.00%
68090	CRIME BOND	0.00	700.00	0.00	0.00%
68100	FIDELITY BOND	0.00	0.00	770.00	100.00%
68200	INSURANCE - LIABILITY	0.00	5,210.70	10,908.00	52.23%
68300	PROPERTY & CASUALTY	0.00	3,747.60	4,387.00	14.57%
71100	ATTORNEY-MEETINGS	0.00	676.50	15,000.00	95.49%
71110	ATTORNEY-ADMINISTRATIVE TASKS	0.00	2,005.30	8,000.00	74.93%
71130	ATTORNEY-LITIGATION	0.00	2,464.00	10,000.00	75.36%
71210	CITY ENGINEER-ADMIN. TASKS	0.00	46.50	7,000.00	99.34%
71220	CITY ENG-APPLICATION PROCESS	0.00	0.00	2,000.00	100.00%
71300	CITY PLANNER-MEETINGS	267.00	1,473.00	4,200.00	64.93%
71310	CITY PLANNER-ADMIN. TASKS	1,125.65	5,536.05	7,000.00	20.91%
71320	CITY PLANNER-APPL. PROCESS	408.00	2,481.00	7,000.00	64.56%
71340	CITY PLANNER - SPECIAL PROJECT	396.00	1,524.00	20,000.00	92.38%
71410	BLDG INSPECTOR-ADMIN TASKS	0.00	4.69	0.00	0.00%
71420	BLDG INSPECTOR-PERMIT PROCESS	1,935.00	14,512.02	5,000.00	(190.24)%
71430	BLDG INSPECTOR-ENFORCEMENT	0.00	90.00	0.00	0.00%
71510	ACCOUNTANT-ADMIN TASKS	1,196.73	2,628.85	20,000.00	86.86%
71620	AUDITOR-FINANCIAL REPORTS	0.00	0.00	11,913.00	100.00%
72000	CHAMBER OF COMMERCE	0.00	4,000.00	4,500.00	11.11%
75110	FINANCIAL ADVISOR/TECH SUPPORT	0.00	45.00	1,200.00	96.25%
75160	LIBRARY RENT & LOCAL CONTRIB.	0.00	0.00	1,500.00	100.00%
75170	RENT	650.00	2,600.00	7,800.00	66.67%
75180	UTILITIES	959.81	1,356.08	4,000.00	66.10%
75190	DUES & MEMBERSHIP	0.00	235.08	1,000.00	76.49%
75200	MUNICIPAL/UPDATE EXPENSE	0.00	0.00	7,500.00	100.00%
75220	OFFICE SUPPLIES & EXPENSE	588.94	2,391.97	4,500.00	46.85%
75240	BANK CHARGES	0.00	80.00	0.00	0.00%
75990	MISCELLANEOUS EXPENSE	0.00	0.00	1,900.00	100.00%
76110	TELEPHONE	131.38	685.36	2,500.00	72.59%
76130	CABLE & INTERNET SERVICE	160.95	643.80	2,000.00	67.81%
76150	TRAVEL	0.00	0.00	1,500.00	100.00%
78160	BUILDING REPAIRS & MAINTENANCE	933.24	1,009.81	3,500.00	71.15%
78190	MATERIALS, SUPPLIES & EQUIPMEN	410.33	1,037.37	5,000.00	79.25%
92200	UNREALIZED INVEST. GAINS/LOSSE	1,023.55	2,899.45	0.00	0.00%
	Total Expense	17,283.89	93,629.57	275,023.00	65.96%

**City of Trinidad**  
Statement of Revenues and Expenditures  
301 - Police  
From 10/1/2011 Through 10/31/2011

		<u>Current Month</u>	<u>Year to Date</u>	<u>Total Budget - Original</u>	<u>% of Budget</u>
	Expense				
61000	EMPLOYEE GROSS WAGE	1,485.35	6,000.28	19,585.00	69.36%
65000	EMPLOYEE TAXES, INSUR & BENEFI	0.00	0.00	2,359.00	100.00%
65300	WORKMEN'S COMP INSURANCE	0.00	603.62	0.00	0.00%
65600	PAYROLL TAX	113.81	459.74	0.00	0.00%
71510	ACCOUNTANT-ADMIN TASKS	1,025.79	2,253.30	0.00	0.00%
75170	RENT	650.00	2,600.00	7,800.00	66.67%
75180	UTILITIES	241.01	720.24	1,200.00	39.98%
75190	DUES & MEMBERSHIP	0.00	122.00	0.00	0.00%
75220	OFFICE SUPPLIES & EXPENSE	0.00	0.00	300.00	100.00%
75300	CONTRACTED SERVICES	0.00	0.00	82,745.00	100.00%
75350	ANIMAL CONTROL	113.00	452.00	1,396.00	67.62%
75990	MISCELLANEOUS EXPENSE	0.00	44.76	0.00	0.00%
76110	TELEPHONE	76.21	322.77	1,800.00	82.07%
78150	VEHICLE REPAIRS	882.45	882.45	0.00	0.00%
78210	Advertising Outreach & Project	0.00	61.50	0.00	0.00%
92100	UNREALIZED GAINS/LOSSES	0.00	(8,815.00)	0.00	0.00%
	Total Expense	<u>4,587.62</u>	<u>5,707.66</u>	<u>117,185.00</u>	<u>95.13%</u>

**City of Trinidad**  
Statement of Revenues and Expenditures  
401 - Fire  
From 10/1/2011 Through 10/31/2011

		<u>Current Month</u>	<u>Year to Date</u>	<u>Total Budget - Original</u>	<u>% of Budget</u>
	Expense				
60900	HONORARIUMS	150.00	600.00	1,800.00	66.67%
75180	UTILITIES	52.01	1,968.64	800.00	(146.08)%
75190	DUES & MEMBERSHIP	0.00	0.00	10.00	100.00%
75260	BACKGROUNDS / EDUCATION	0.00	0.00	1,000.00	100.00%
75300	CONTRACTED SERVICES	0.00	122.00	175.00	30.29%
76110	TELEPHONE	5.17	15.41	175.00	91.19%
76140	RADIO & DISPATCH	0.00	163.26	0.00	0.00%
78140	VEHICLE FUEL & OIL	0.00	0.00	750.00	100.00%
78150	VEHICLE REPAIRS	0.00	298.34	3,000.00	90.06%
78160	BUILDING REPAIRS & MAINTENANCE	265.08	857.09	500.00	(71.42)%
78190	MATERIALS, SUPPLIES & EQUIPMEN	0.00	5,960.00	7,500.00	20.53%
78200	EQUIPMENT REPAIRS & MAINTENANC	0.00	0.00	1,500.00	100.00%
90000	Capital Reserves	0.00	0.00	50,000.00	100.00%
	Total Expense	<u>472.25</u>	<u>9,984.74</u>	<u>67,210.00</u>	<u>85.14%</u>

**City of Trinidad**  
Statement of Revenues and Expenditures  
501 - PW (Public Works)  
From 10/1/2011 Through 10/31/2011

		<u>Current Month</u>	<u>Year to Date</u>	<u>Total Budget - Original</u>	<u>% of Budget</u>
	Expense				
61000	EMPLOYEE GROSS WAGE	3,011.45	12,044.84	39,180.00	69.26%
61250	OVERTIME	0.00	0.00	3,000.00	100.00%
65000	EMPLOYEE TAXES, INSUR & BENEFI	0.00	0.00	4,720.00	100.00%
65100	DEFERRED RETIREMENT	90.94	471.65	0.00	0.00%
65200	MEDICAL INSURANCE AND EXPENSE	1,462.56	5,848.05	21,113.00	72.30%
65300	WORKMEN'S COMP INSURANCE	0.00	1,846.76	0.00	0.00%
65600	PAYROLL TAX	237.68	955.73	0.00	0.00%
68200	INSURANCE - LIABILITY	0.00	473.70	992.00	52.25%
71210	CITY ENGINEER-ADMIN. TASKS	2,281.50	2,281.50	0.00	0.00%
71250	CITY ENGINEER - PROJECT FEES	0.00	4,596.25	2,500.00	(83.85)%
71510	ACCOUNTANT-ADMIN TASKS	0.00	0.00	1,100.00	100.00%
75180	UTILITIES	0.00	35.52	0.00	0.00%
75300	CONTRACTED SERVICES	0.00	0.00	1,500.00	100.00%
78100	STREET MAINT/REPAIR/SANITATION	0.00	722.43	114,700.00	99.37%
78120	STREET LIGHTING	309.70	1,238.96	4,800.00	74.19%
78125	Street Lighting - Improvements	0.00	0.00	40,000.00	100.00%
78130	TRAIL MAINTENANCE	0.00	39.67	1,000.00	96.03%
78140	VEHICLE FUEL & OIL	427.89	1,433.41	3,000.00	52.22%
78150	VEHICLE REPAIRS	240.36	3,075.60	2,000.00	(53.78)%
78160	BUILDING REPAIRS & MAINTENANCE	265.07	265.07	0.00	0.00%
78190	MATERIALS, SUPPLIES & EQUIPMEN	535.89	3,167.05	2,500.00	(26.68)%
	Total Expense	<u>8,863.04</u>	<u>38,496.19</u>	<u>242,105.00</u>	<u>84.10%</u>

**City of Trinidad**  
**Statement of Revenues and Expenditures**  
**204 - IWM**  
**From 10/1/2011 Through 10/31/2011**

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
	Revenue				
46000	GRANT INCOME	0.00	5,000.00	5,000.00	0.00%
47600	BLUE BAG SALES	96.00	1,183.00	3,500.00	(66.20)%
47650	RECYCLING REVENUE	1,403.61	10,944.13	32,000.00	(65.80)%
	Total Revenue	1,499.61	17,127.13	40,500.00	(57.71)%
	Expense				
61000	EMPLOYEE GROSS WAGE	1,020.48	4,068.76	13,265.00	69.33%
65000	EMPLOYEE TAXES, INSUR & BENEFI	0.00	0.00	1,598.00	100.00%
65100	DEFERRED RETIREMENT	65.64	291.92	0.00	0.00%
65200	MEDICAL INSURANCE AND EXPENSE	417.95	1,671.25	6,461.00	74.13%
65300	WORKMEN'S COMP INSURANCE	0.00	591.62	0.00	0.00%
65600	PAYROLL TAX	83.08	333.55	0.00	0.00%
75120	WASTE RECYCLING PICKUP/DISPOSA	1,360.00	5,680.00	16,000.00	64.50%
75130	GARBAGE	0.00	556.99	0.00	0.00%
75140	BLUE BAG PURCHASES	795.00	1,590.00	3,500.00	54.57%
78100	STREET MAINT/REPAIR/SANITATION	459.35	887.55	7,000.00	87.32%
78190	MATERIALS, SUPPLIES & EQUIPMEN	0.00	0.00	1,000.00	100.00%
85000	CAPITAL OUTLAY	0.00	4,719.45	4,800.00	1.68%
	Total Expense	4,201.50	20,391.09	53,624.00	61.97%
	Net Income	(2,701.89)	(3,263.96)	(13,124.00)	(75.13)%

**City of Trinidad**  
**Statement of Revenues and Expenditures**  
**601 - Water**  
**From 10/1/2011 Through 10/31/2011**

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
<b>Revenue</b>					
53020	INTEREST INCOME	0.00	0.00	20,000.00	(100.00)%
53090	OTHER MISCELLANEOUS INCOME	0.00	0.00	1,000.00	(100.00)%
57100	WATER SALES	17,376.09	76,011.23	221,000.00	(65.61)%
57300	NEW WATER HOOK UPS	0.00	0.00	9,000.00	(100.00)%
57500	WATER A/R PENALTIES	1,680.84	5,090.54	6,000.00	(15.16)%
	<b>Total Revenue</b>	<b>19,056.93</b>	<b>81,101.77</b>	<b>257,000.00</b>	<b>(68.44)%</b>
<b>Expense</b>					
61000	EMPLOYEE GROSS WAGE	6,412.16	25,588.42	83,354.00	69.30%
61250	OVERTIME	0.00	0.00	5,000.00	100.00%
65000	EMPLOYEE TAXES, INSUR & BENEFI	0.00	0.00	10,040.00	100.00%
65100	DEFERRED RETIREMENT	455.88	1,959.87	0.00	0.00%
65200	MEDICAL INSURANCE AND EXPENSE	2,854.59	11,416.17	43,590.00	73.81%
65300	WORKMEN'S COMP INSURANCE	0.00	3,877.88	0.00	0.00%
65600	PAYROLL TAX	525.78	2,096.64	0.00	0.00%
68200	INSURANCE - LIABILITY	0.00	3,789.60	7,933.00	52.23%
68300	PROPERTY & CASUALTY	0.00	2,498.40	2,925.00	14.58%
71110	ATTORNEY-ADMINISTRATIVE TASKS	0.00	0.00	4,500.00	100.00%
71210	CITY ENGINEER-ADMIN. TASKS	0.00	0.00	43,620.00	100.00%
71230	ENGINEER-SPECIAL PROJECTS	6,214.50	12,258.50	14,848.00	17.44%
71510	ACCOUNTANT-ADMIN TASKS	1,196.73	2,628.85	9,000.00	70.79%
71620	AUDITOR-FINANCIAL REPORTS	0.00	0.00	9,000.00	100.00%
75180	UTILITIES	0.00	3,798.00	14,000.00	72.87%
75190	DUES & MEMBERSHIP	78.00	236.68	900.00	73.70%
75220	OFFICE SUPPLIES & EXPENSE	596.00	823.00	2,000.00	58.85%
75230	INTEREST EXPENSE	0.00	641.28	1,935.00	66.86%
75280	TRAINING / EDUCATION	0.00	315.00	0.00	0.00%
75990	MISCELLANEOUS EXPENSE	0.00	0.00	250.00	100.00%
76110	TELEPHONE	66.24	273.67	1,500.00	81.76%
76130	CABLE & INTERNET SERVICE	49.00	196.00	588.00	66.67%
76160	LICENSES & FEES	(113.60)	(113.60)	2,200.00	105.16%
78140	VEHICLE FUEL & OIL	100.81	527.18	3,000.00	82.43%
78150	VEHICLE REPAIRS	0.00	1.39	1,500.00	99.91%
78160	BUILDING REPAIRS & MAINTENANCE	265.07	265.07	2,000.00	86.75%
78170	SECURITY SYSTEM	0.00	182.00	276.00	34.06%
78190	MATERIALS, SUPPLIES & EQUIPMEN	0.00	3,539.02	5,000.00	29.22%
78200	EQUIPMENT REPAIRS & MAINTENANC	0.00	280.94	500.00	43.81%
79100	WATER LAB FEES	600.00	1,415.00	5,500.00	74.27%
79120	WATER PLANT CHEMICALS	367.00	2,179.41	16,000.00	86.38%
79130	WATER LINE HOOK-UPS	0.00	0.00	4,000.00	100.00%
79150	WATER LINE REPAIR	0.00	0.00	20,000.00	100.00%
79160	WATER PLANT REPAIR	0.00	0.00	10,000.00	100.00%
	<b>Total Expense</b>	<b>19,668.16</b>	<b>80,674.37</b>	<b>324,959.00</b>	<b>75.17%</b>
	<b>Net Income</b>	<b>(611.23)</b>	<b>427.40</b>	<b>(67,959.00)</b>	<b>(100.63)%</b>

**City of Trinidad**  
Statement of Revenues and Expenditures  
701 - Cemetery  
From 10/1/2011 Through 10/31/2011

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
	Revenue				
53020	INTEREST INCOME	0.00	0.00	3,000.00	(100.00)%
58100	CEMETERY PLOT SALES	100.00	1,930.00	9,000.00	(78.56)%
58150	Cemetery Plot Refunds	0.00	(2,820.00)	0.00	0.00%
	Total Revenue	100.00	(890.00)	12,000.00	(107.42)%
	Expense				
61000	EMPLOYEE GROSS WAGE	671.38	2,682.45	8,727.00	69.26%
65000	EMPLOYEE TAXES, INSUR & BENEFI	0.00	0.00	1,051.00	100.00%
65100	DEFERRED RETIREMENT	23.70	125.43	0.00	0.00%
65200	MEDICAL INSURANCE AND EXPENSE	352.70	1,410.25	5,184.00	72.80%
65300	WORKMEN'S COMP INSURANCE	0.00	430.44	0.00	0.00%
65600	PAYROLL TAX	53.16	214.70	0.00	0.00%
75300	CONTRACTED SERVICES	0.00	0.00	500.00	100.00%
78180	OTHER REPAIR & MAINTENENCE	0.00	0.00	500.00	100.00%
78190	MATERIALS, SUPPLIES & EQUIPMEN	0.00	0.00	500.00	100.00%
	Total Expense	1,100.94	4,863.27	16,462.00	70.46%
	Net Income	(1,000.94)	(5,753.27)	(4,462.00)	28.94%



## **CONSENT AGENDA ITEM 3**

### **SUPPORTING DOCUMENTATION FOLLOWS WITH: 1 PAGES**

3. Authorize up to \$2,000 for City Planner to complete application to the Coastal Commission for processing the Local Coastal Plan amendment for review and approval of the Accessory Dwelling Unit and Vacation Dwelling Unit Ordinance.

Date: December 14, 2011

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Item: Submittal of an LCP (Local Coastal Plan) amendment application to the Coastal Commission for review and approval of the ADU (accessory dwelling unit) and VDU (vacation dwelling unit) ordinances.

Background: Because these ordinances regulate land use in the City, they must become part of the City's LCP. This means that they must be certified by the Coastal Commission as being consistent with the Coastal Act and associated regulations. All cities in the Coastal Zone must have a certified LCP in order to issue their own Coastal Development Permits. The City's LCP consists of the General Plan, Zoning, Subdivision and Grading ordinances. Each of these new ordinances (ADU and VDU) will add an additional chapter to the City's zoning ordinance, and a few amendments to the existing zoning ordinance will also be required. Although both of these ordinances have been duly approved by the City Council, they will not become effective or legally binding until certified by the Coastal Commission.

In order to file the application for an LCP amendment with the Coastal Commission, I must fill out an application form and produce a report that analyzes the ordinances' consistency with both the City's existing LCP and the current Coastal Act and associated regulations. In addition, even though both these ordinances were found to be exempt from CEQA, the Coastal Commission has its own environmental review procedures, and I will have to submit enough environmental analysis to satisfy Coastal Commission staff. The Coastal Commission does not charge fees to the City for processing the amendment, so the costs are just my time to prepare and submit all the required information.

Staff Recommendation:

I am suggesting a not to exceed amount of \$2,000 to get a complete application to the Coastal Commission for processing the LCP amendment, which equates to approximately 40 hours of my time. My strategy will be to submit a complete, but brief as possible, application and then respond individually to specific comments or requests for information in order to minimize my time. Though I hope it will take less than the above amount, this should include the initial application preparation as well as responding to comments to get a complete application. Once the application is complete and processed by the Coastal Commission however, they often have additional comments that require amendments to the submitted ordinances. Processing these amendments will have additional costs associated with them.



## **CONSENT AGENDA ITEM 4**

### **SUPPORTING DOCUMENTATION FOLLOWS WITH: 19 PAGES**

4. Authorize City Manager to sign "Green Diamond CA Timberlands Master Land Use Permit" for the Luffenholtz Creek Sediment Reduction Project.

## **CONSENT AGENDA ITEM**

**Date: December 14, 2011**

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**Item: AUTHORIZE CITY MANAGER TO SIGN "GREEN DIAMOND CALIFORNIA TIMBERLANDS MASTER LAND USE PERMIT" FOR THE LUFFENHOLTZ CREEK SEDIMENT REDUCTION PROJECT**

**Background:** In November 2010, the city council approved Resolution 2010-16 to apply for California Department of Public Health (CDPH) funding through the Drinking Water Source Protection Grant Program. Luffenholtz Creek is the drinking water source for the City of Trinidad Water System. The city's water intake is vulnerable to high turbidity resulting from sediment entering Luffenholtz creek from above the water intake. Several times a year, during periods of high precipitation, the water plant has to be shut down due to high turbidity. The proposed project will reduce turbidity due to high sediment concentrations in Luffenholtz Creek through treatments of unpaved roads on Green Diamond Resource Company (GDRC) land in the upper watershed.

The Green Diamond California Timberlands Master Land Use Permit will enable a city agent to enter Green Diamond property periodically for 20 years in order to verify that the Luffenholtz Sediment Reduction Project improvements are being maintained as required by the CDPH Drinking Water Source Protection funding agreement. This permit has been reviewed by the city attorney.

**Staff Recommendation:** Authorize City Manager to sign the *Green Diamond California Timberlands Master Land Use Permit*.

**Attachments: GREEN DIAMOND CALIFORNIA TIMBERLANDS MASTER LAND USE PERMIT**

GREEN DIAMOND RESOURCE COMPANY

**CALIFORNIA TIMBERLANDS  
MASTER LAND USE PERMIT**

This MASTER LAND USE PERMIT Agreement (the "Permit") is made by and between GREEN DIAMOND RESOURCE COMPANY, a Washington corporation (hereinafter "Green Diamond") and CITY OF TRINIDAD, CALIFORNIA (hereinafter "Permittee").

**1. GRANT OF PERMISSION AND PERMIT AREA**

In consideration of Permittee's promises contained in this Permit, Green Diamond hereby grants to Permittee the non-exclusive permission to enter and use, subject to the terms and conditions hereof, Green Diamond's property, including permitted access routes to and from such property, more specifically described in the map titled "Luffenholtz Creek Treatment Sites" (the "Permit Area") included in the Scope of Work incorporated herein as a portion of Exhibit A to this Permit. Permittee shall acquaint itself with and confine the Activities within the Permit Area boundaries, and shall be responsible and liable for any trespass outside such boundaries that occurs as a result of the Activities.

**2. PERMITTED USE**

The Permit Area and any existing improvements in the Permit Area may be used by Permittee solely for the purpose(s) described in Exhibit A, Section I (the "Activities"). Permittee is solely responsible for the cost of the Activities including the modification and installation of improvements in the Permit Area. Unless otherwise authorized herein, before modifying or installing improvements in the Permit Area, Permittee shall obtain Green Diamond's written approval of a written proposal to install such improvements in the Permit Area.

**3. PERMIT TERM**

The term of this Permit shall commence on \_\_\_\_\_ (the "Effective Date") and, unless earlier terminated in accordance with this Permit (Exhibit A, VIII), shall expire based on the authorized Activities set forth in Exhibit A, Section I as follows:

- A. Activities A – G are authorized through July 1, 2014 unless the Permit is earlier terminated in accordance with the terms hereof.
- B. Activity H (monitoring) is permitted through the twentieth (20<sup>th</sup>) anniversary of the completion date of the Permitted Activities (A-G), which shall be no later than July 1, 2034,.

**4. RESERVATION OF RIGHTS**

A. This Permit and Permittee's privileges hereunder are personal and shall not be assigned, in whole or in part, without the express written consent of Green Diamond, which may grant or deny such consent within its sole discretion.

B. Permittee will never assail or resist Green Diamond's title or claim any interest or estate whatever in the Permit Area by virtue of this Permit or the exercise or privileges given hereunder. This Permit does not convey an interest in real property and it shall not be recorded in the real property records of Humboldt County, California.

C. By acceptance of this Permit, Permittee acknowledges that the Permit Area and Green Diamond's property surrounding the Permit Area are commercial timberland, and Green Diamond manages its property for timber production including, but not limited to, harvesting, slash burning, and herbicide application. Permittee shall exercise its privileges under this Permit so as to avoid any interference with Green Diamond's use of its own property as commercial timberland or with the exercise by other permittees of privileges that Green Diamond may give them in the Permit Area. Permittee further agrees that Permittee will not object to any lawfully conducted timber harvesting, management activities and/or development of property carried out by Green Diamond or its agents, other permittees, lessees, contractors, successors, or assigns.

D. The privileges granted herein to Permittee are given expressly subject to existing encumbrances, regulatory requirements, and other matters of record affecting the privileges in any manner whatsoever. Green Diamond does not warrant that it has authority to permit the Activities on behalf of any third party and Permittee shall secure all other permits, privileges or rights required for the lawful conduct of the Activities. Green Diamond does not warrant title to the Permit Area and shall not be liable for defects thereto or failure thereof.

E. Green Diamond makes no representation as to the present or future conditions of the Permit Area and its fitness for the Activities under this Permit. Permittee accepts this Permit subject to all danger or injury to persons and damages or destruction to property while Permittee is on or about the Permit Area. In this regard, Permittee assumes all risk of injury or death to individuals who are on the Permit Area pursuant to this Permit and all risk of damage to property upon or in proximity to the Permit Area with Permittee's knowledge or consent, without regard to whether such injury or damage is occasioned by known or unknown, hidden or disclosed defects in the Permit Area or by the negligence of Green Diamond or any person in the employ or service of Green Diamond.

F. Green Diamond reserves the right to enter and inspect the Permit Area at any time.

#### **5. GENERAL CONDITIONS FOR USE OF THE PERMIT AREA**

A. Permittee shall not perform any disorderly conduct or commit any nuisance on the Permit Area, and shall maintain the Permit Area in an orderly, clean and sanitary manner as required by Green Diamond. Permittee shall carry on all Activities in the Permit Area in a careful manner and shall comply, at Permittee's expense, with all laws, regulations and permits of any municipal, state, or federal authority that are applicable to Permittee's activities. Permittee's agreement to comply shall include any programmatic or generally applicable local, state or federal government regulatory permits held by Green Diamond and applicable to the Permit Area, including, without limitation, incidental take permits held by Green Diamond. Green Diamond reserves the right to require Permittee to take affirmative steps to review and comply with permits noticed by Green Diamond and to promptly comply when Green Diamond requests specific action to conform the Activities with the requirements of a permit noticed to Permittee.

B. Permittee shall keep the Permit Area free from any liens or encumbrances arising out of any work performed by Permittee, materials furnished by Permittee, or obligations incurred by Permittee. Green Diamond shall have the right to pay and discharge any lien imposed against Green Diamond's property due to Permittee's breach of the aforesaid covenant. Permittee shall reimburse Green Diamond for the amount so paid, including the reasonable expenses of Green Diamond in connection therewith, within thirty (30) days of receiving notice from Green Diamond of any such payment with interest thereon at the rate of seven (7) percent per annum from the date of payment thereof by Green Diamond until the repayment thereof by Permittee. If Green Diamond shall exercise the option to make such payments, it shall not be obligatory on Green Diamond to inquire into the validity of any such lien unless Permittee shall have given notice to Green Diamond that said lien was being challenged and shall have furnished to Green Diamond the bond of a surety company or other security satisfactory to Green Diamond, in an amount satisfactory to Green Diamond, securing Green Diamond against the payment of the lien so contested and against any loss, damage, or penalty arising from Permittee's failure to pay it.

C. Permittee shall promptly report to Green Diamond any violations of any laws, regulations, or permits relating to the Activities of which Permittee has knowledge and shall promptly send to Green Diamond a copy of any notice of violation received by Permittee that relates to the Activities. A copy of all citations or other written documents Permittee receives from any agency shall accompany the notice of violation.

D. Permittee shall take reasonable care to prevent wildfires from igniting on or spreading onto the Permit Area. If a wildfire should occur on or near the Permit Area, Permittee shall immediately notify Green Diamond and appropriate government agencies and shall make any on-site equipment available to help suppress or contain the fire. Permittee shall comply with all fire prevention and suppression measures that Green Diamond may specify from time to time relating to Permittee's use of the Permit Area. Permittee shall comply with all applicable state fire safety standards including requirements (if any) to maintain special equipment in vehicles. Permittee shall reimburse Green Diamond for all damages (including loss or damage to timber, and fire suppression costs) resulting from wildfires caused by Permittee's activities, even if not attributable to negligence by Permittee or its agents.

E. In the event of dangerous fire weather, possible damage to roads, or potential or actual interference with Green Diamond's operations, Green Diamond shall notify Permittee's representative and Permittee shall immediately suspend the Activities or take steps to remedy the situation as Green Diamond may direct.

F. Licensee agrees to cease using vehicles on Green Diamond's roads, during the period from May 15<sup>th</sup> to October 15<sup>th</sup> when weather conditions make driving hazardous or may have a detrimental impact to the environment, including, but not limited to, the occurrence of rain in sufficient quantity and duration that driving would result in rutting and deformation of the road surface, degradation of water-bars, or tracking of mud onto public roadways.

G. Licensee agrees to use only ATVs on unsurfaced (dirt) seasonal roads during the winter period. The winter period is defined as the period from October 16<sup>th</sup> through May 14<sup>th</sup>. Other vehicular use of seasonal roads may be allowed from May 1<sup>st</sup> through May 14<sup>th</sup> if "early spring drying" occurs, or from October 16<sup>th</sup> through November 15<sup>th</sup> if an "extended dry fall" occurs. Other vehicular use during these periods is subject to approval by Green Diamond. Any damage caused to drainage or erosion control structures by using ATVs on any road will be repaired immediately following damage.

H. Permittee shall not unnecessarily damage trees or other vegetation while conducting the Activities, and shall not cut trees.

I. Unless otherwise permitted herein, the Activities shall be confined to normal business hours.

J. Permittee shall obey all posted traffic and speed regulations on Green Diamond's roads.

K. If any portion of the Permit Area requires access through a locked gate owned or maintained by Green Diamond, Green Diamond shall issue Permittee copies of key(s) needed to open gates for the Activities herein. Permittee shall not copy the key(s) provided by Green Diamond unless permitted to do so in writing by Green Diamond. Permittee shall return any key(s) that has been so issued at the termination or expiration of this Permit. Permittee shall pay a one hundred dollar (\$100) fee per key for any key(s) that is not so returned. Permittee shall keep gates closed and locked unless otherwise instructed by a Green Diamond representative.

L. Unless otherwise waived in writing by Green Diamond, Permittee shall, at the time this Permit is executed, provide Green Diamond with (1) the names and addresses of all individuals to enter the Permit Area; (2) a list of the license plate numbers; and (3) a description of the vehicles used for entry to the Permit Area. To the extent it is not feasible to provide any of the information required at the time the Permit is executed, then Permittee shall provide any missing information prior to commencement of the Activities. Any amendments or updates to the information shall be supplied as soon as known to the Administrative Forester at

Attn: Administrative Forester  
Green Diamond Resource Co.  
P.O. Box 68  
Korbel, CA 95550-0068

Permittee shall keep its copy of the completed Vehicle Authorization form, attached as Exhibit B, displayed on the dashboard in any vehicle used to access the Permit Area. Green Diamond waives these requirements for road use-only permits.

## **6. INDEMNITY**

A. Permittee shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Green Diamond and its agents, contractors, successors, or assigns from and against any and all liability for damages, costs, losses, and expenses resulting from, arising out of, or in any way connected with the occupation or use of the Permit Area by Permittee or anyone else entering the Permit Area at Permittee's direction or invitation, or the failure on the part of Permittee to perform fully its promises contained herein. This indemnity obligation shall apply whether such liability is caused by or contributed to by Green Diamond or any other party indemnified herein, unless caused by the sole active negligence or willful misconduct of Green Diamond.

B. In any and all claims against Green Diamond by any employee of Permittee, any contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, Permittee's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damage, compensation, or benefits payable by or for Permittee or any contractor under any industrial insurance act, workers' compensation act, disability benefit act, or other employee benefit act, and Permittee hereby expressly waives any immunity it may have under such acts to the extent necessary or permitted under the law to assure the validity and enforceability by Green Diamond of Permittee's aforesaid indemnification obligation.

## **7. HAZARDOUS MATERIALS**

In the event of a spill or release of Hazardous Materials, Permittee shall promptly comply with all federal, state, and local spill notification and response requirements and shall notify Green Diamond of the spill event. Permittee shall be responsible for the response and restoration costs of any release of Hazardous Materials in connection with the Permit, and shall indemnify, defend, and hold harmless Green Diamond from any liability arising from claims or damages in connection with such release. "Hazardous Materials" shall mean any pollutant, contaminant, chemical, or hazardous, toxic or dangerous waste, substance, chemical, or material, or any other substance or material regulated or controlled pursuant to any environmental laws now or at any time hereafter in effect.

## 8. INSURANCE

Unless otherwise provided in Exhibit A, Permittee, at its expense, shall procure insurance with companies satisfactory to Green Diamond covering Permittee against risks and with minimum limits as indicated below:

A. If applicable, Workers' Compensation (statutory amount) and Employer's Liability (\$1,000,000).

B. Commercial General Liability Insurance of \$1,000,000 combined single limit Bodily Injury and Property Damage each occurrence. Extensions of coverage to include Contractual Liability, Products/Completed Operations, Cross Liability, and Pollution arising out of heat, smoke or fumes from Hostile Fires. Additionally, the policy shall not exclude X, C or U (Explosion, Collapse, or Underground).

C. Commercial Automobile Liability insurance with minimum limits of \$1,000,000 per occurrence combined single limit of Bodily Injury and Property Damage coverage. Coverage shall extend to all owned, hired, or non-owned vehicles.

D. The policies specified in 8.B. and 8.C. above shall include an endorsement which shall name Green Diamond and its employees, officers, directors and agents as additional insureds on a primary basis for the duration of the Permit term. The additional insured endorsement must be ISO CG20 26 11 85 (or other form with like wording). Additional insured status gives the additional insured rights of indemnity under the policies that are independent of the contractual requirement to indemnify.

E. The policies specified in 8.A., 8.B., and 8.C. above shall include an endorsement which shall provide that Green Diamond be given a thirty (30)-day written notice prior to cancellation or material change to the policy.

F. All liability coverage must be on an "occurrence" basis as opposed to "claims made."

G. Grantee hereby waives any subrogation claim against Grantor by its insurers under the policies specified in subsections 8.A, 8.B and 8.C above, for damages arising from any peril insured against under such policies. If necessary, the policies specified in subsections 8.A, 8.B and 8.C above shall include an endorsement allowing this waiver of subrogation claims.

H. All insurance shall be in a form sufficient to protect Permittee against the claims of third persons, and to cover claims by Green Diamond against Permittee or other parties for which Permittee has assumed liability under this Permit.

I. Prior to the commencement of the Activities, Permittee shall furnish Green Diamond a certificate(s) of insurance, dated and signed by a stated, authorized agent for the insuring company or companies, in a form acceptable to Green Diamond and containing a representation that coverage of the types listed above is provided with the required limits. Green Diamond reserves the right to require a certified copy of the policy(ies) or to examine the actual policy(ies).

## 9. NOTICE

Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed given and received when personally delivered or three (3) days after deposit in the United States Mail, postage prepaid, Certified or Registered Mail, Return Receipt requested, addressed to Permittee or Green Diamond, as the case may be, to the following address:

If to Permittee:

Attn: Watershed Coordinator  
City of Trinidad  
P.O. Box 390  
409 Trinity Street  
Trinidad, CA 95501

Tel: (707) 677-0223

If to Green Diamond:

Attn: Administrative Forester  
Green Diamond Resource Co.  
P.O. Box 68  
Korbel, CA 95550-0068

Tel: (707) 668-4424

## 10. INTERPRETATION

A. This Permit shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflicts of law principles of such state.

B. A party's waiver of any right hereunder or of any other party's breach or failure to perform shall not be deemed a waiver of any other right hereunder or of any other breach or failure by the other party, whether of a similar nature or otherwise.

C. If any term or condition of this Permit is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein.

D. Terms and conditions of this Permit which, by their sense and context, survive the termination, cancellation, or expiration of this Permit, including, but not limited to, Permittee's obligations under Sections 6, 7, 8 and 11, shall so survive.

E. This Permit constitutes the entire agreement of the parties with respect to the matters described herein and supersedes all prior written or oral negotiations or agreements with respect thereto. Each party to this Permit acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Permit shall be valid or binding. Any modification of this Permit will be effective only if it is in writing signed by both parties, and the amended Permit remains subject to the enforcement provisions of this Permit.

F. Green Diamond may assign this Permit to any successor to an ownership interest in the real property covered by the Permit Area. This Permit shall bind and inure to the benefit of the successors, and permitted assignees of the respective parties.

G. Each of the parties hereto has been or has had the opportunity to be represented, to the extent desired, by legal counsel of its choice in respect to this transaction. No provision of this Permit shall be construed against one party as the drafter of the Permit for that provision.

## 11. ENFORCEMENT

A. If an action is instituted to enforce any of the terms, covenants, conditions or agreements contained in this Permit or if an action is commenced because of any breach hereof, then the prevailing party in such action shall be entitled to all of its costs and reasonable attorneys' fees as fixed by the trial and appellate courts in said action.

B. Permittee and Green Diamond hereby expressly and irrevocably waive all right to a trial by jury in any action, proceeding, claim, counterclaim or other litigation arising out of or relating to the Permit or any of the activities or events referenced in this Permit.

## 12. EXECUTION

A. Unless otherwise provided herein, this Permit shall be effective on the last date of execution by the undersigned parties. This Permit shall not be binding upon either Party until approved and signed by each Party.

B. Each of the undersigned represents that they have sufficient authority to execute this binding Permit on behalf of the party they represent.

C. This Permit may be executed in one or more counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument, which may be sufficiently evidenced by one counterpart.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed as below subscribed.

THE TERMS OF THIS PERMIT ARE HEREBY ACCEPTED.

PERMITTEE

GREEN DIAMOND RESOURCE COMPANY

By: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Print: Neal D. Ewald

Title: \_\_\_\_\_

Title: Vice President and General Manager,  
California Timberlands

Date: \_\_\_\_\_

Date: \_\_\_\_\_

GREEN DIAMOND RESOURCE COMPANY  
**EXHIBIT A**  
**RESTORATION OR ENHANCEMENT PROJECTS**  
**CALIFORNIA TIMBERLANDS**

I. **Permitted Activities.** The Activities authorized by this Permit include the following:

- A. Road Assessments
- B. Road Decommissioning Projects
- C. Road Upgrade Projects
- D. In-Stream Habitat Assessments
- E. In-Stream Habitat Projects
- F. Riparian Enhancement Projects
- G. Hydrologic Restoration Projects
- H. Monitoring

The Permitted Activities shall be implemented consistent with the Scope of Work attached to this Exhibit A. All projects altered or installed pursuant to the Scope of Work shall be referred to herein as the "Project." Permittee shall provide Green Diamond with the opportunity to seek regulatory approval for the Project under one or more timber harvesting plans prepared by Green Diamond. Any changes to the Scope of Work must be approved in writing by Green Diamond. Permittee's vehicular ingress to and egress from the Permit Area is authorized via the CR 1000 road connecting to a public road at Crannell.

II. **Permitted Parties.** The entry permission herein shall extend only to the Permittee, its employees, agents or contractors involved in the Activities, as well as governmental representatives who are authorized to examine the Permittee Project or Activities, and they shall collectively be described as "Permittee."

III. **Conditions Specifically Relating to Activities.**

A. Permittee represents that it or its contractor is experienced and competent in performing the Activities. Permittee shall carry on all Activities in a diligent, workmanlike manner in accordance with the highest standards and practices recognized in the industry.

B. Permittee agrees to provide and pay for all labor, equipment, materials and supplies to complete the Activities.

C. Access for inspection and monitoring of the Project will be permitted for a period of not less than 20 years and ending no later than July 1, 2034, (the "Monitoring Term") for the purpose of annual monitoring and inspection and any additional follow-up inspections to annual monitoring.

D. During the Monitoring Term, Green Diamond shall be responsible for maintenance of the Project consistent with the requirements of California Forest Practices regulations and the federally-approved Green Diamond Resource Company Aquatic Habitat Conservation Plan (2007) in effect at the time of project construction and to a level equal or greater than the Project as constructed.

E. Green Diamond and the Permittee will coordinate annual monitoring and inspection of the completed Project during the Monitoring Term through representatives of the Permittee and of Green Diamond designated in III.C. above or their successor in that position. Permittee shall provide Green Diamond with notice concerning any maintenance obligations identified during an annual monitoring inspection and such notice shall include a description of the measures necessary to satisfy the requirements of this Permit consistent with the California Forest Practices regulations and/or the federally-approved Green Diamond Resource Company Aquatic Habitat Conservation Plan (2007) in effect at the time of project construction.

**IV. No Monetary Consideration.** There is no fee or other monetary consideration paid by Permittee for access to the Permit Area as described herein. Permittee acknowledges that it has requested that Green Diamond make the Permit Area available to it for the Activities, and that Green Diamond has not specifically invited use of the Permit Area by Permittee. Depending on the Activities permitted herein, Section 846 of the California Civil Code, which provides landowners with immunity from potential liability, may apply.

**V. Insurance.**

Permittee shall require all contractors that Permittee engages to perform work on the Project to satisfy the same insurance requirements applicable to Permittee under Section 8 of the Permit.

**VI. Employees.** It is understood and agreed that no relationship of employer and employee is or shall be deemed to exist either between Green Diamond and Permittee or between Green Diamond and any other person or persons performing labor or services on behalf of Permittee. Permittee shall furnish and be responsible for its own employees, agents and equipment. It is expressly understood that Green Diamond has no authority over Permittee's agents or employees, and any complaint by Green Diamond about Permittee's agents or employees will be brought by Green Diamond to Permittee's attention for resolution by Permittee. Permittee shall comply with all federal, state and local laws and regulations governing agricultural employees/farm labor contractors, and migrant or seasonal agricultural workers, including the Migrant and Seasonal Agricultural Worker Protection Act and the California Farm Labor Contracting Act, and any wage, overtime and deduction laws and regulations.

**VII. Safety.** Permittee shall comply with all applicable federal, state, and local safety and health laws, regulations and standards and if applicable shall operate under a current Injury and Illness Prevention Plan that complies with section 3203 of Title 8 of the California Code of Regulations. Permittee is responsible for safety and health conditions in connection with the Activities and has primary and ultimate responsibility for instructing and supervising its employees on safe work practices. Permittee shall immediately notify Green Diamond and others at the Permit Area whenever Permittee becomes aware of a hazard that Permittee cannot remove or correct immediately.

**VIII. Termination.**

Subject to notice from Green Diamond to Permittee and a fifteen (15)-day opportunity for Permittee to cure, Green Diamond shall have the right to terminate this Permit at any time in the event of Permittee's breach or default in the performance of its obligations hereunder. Such termination may occur even though Permittee may have expended time and money on the Activities. If such termination occurs, Green Diamond shall ensure the Project maintenance and monitoring requirements are fulfilled through the 20-year Monitoring Term as described under III C and D, above.

**SCOPE OF WORK**

***RESTORATION OR ENHANCEMENT PROJECTS, CALIFORNIA TIMBERLANDS***

<b>Permittee</b>	City of Trinidad
<b>Area</b>	Luffenholtz Watershed (CR 1000)
<b>Description of Work/Project</b>	City of Trinidad Prop. 50 Source Water Protection Project (see attached 9 page Scope of Work)

## SCOPE OF WORK-TRINIDAD SOURCE WATER PROTECTION PROJECT

Site	Road	Comments on Problem	Comments on Treatment
104	1310	Undersized CMP rusting out, headwater wetland - no channel upstream.	install 24" x 40' CMP, mulch
105	1310	Undersized CMP on class 2 stream.	Pipe has been replaced but site should be mulched to prevent sediment delivery to water course
106	1310	CMP 100% plugged on class 2 stream. Plugged ditch relief culvert 200 ft up right road with 9 ft drop to channel outlet. Plugged water bar 100 ft up right road, rills start 400 ft up right road and delivers to stream crossing. Large sediment wedge stored	Pipe has been replaced but site should be mulched to prevent sediment delivery to water course
107	1310	Undersized, rusted 18" CMP on class 2 stream. Some rock over pipe on road surface, otherwise soft soil. Adequate ditch to right and left. Ditch relief culvert 100 ft. up right approach with high cut bank sloughing into ditch and plugging it.	Pipe has been replaced but site should be mulched to prevent sediment delivery to water course
108	1310	CMP on Humboldt crossing with riprap at both ends. 100% plugged at inlet and buried at outlet. New drainage relief culvert 100 ft up right road. Road to right has rilling (50' l x 3" d x 12" w).	Replace Pipe w/ 24" x 60' - Mulch
109	1310	30 inch CMP on class 2 stream. Old yet adequately sized rocked outlet. Drainage relief culvert - 300 ft up left road adequate. Road 100 ft up left road maintained. 18" plastic pipe has inlet blocked by armor rock, still adequate.	Install 30" x 60' Culvert; mulch approaches
110	1310	New 24" CMP with minor rust line and heavily rocked inlet and outlets. Heavy alder (6-10 ft tall) growth on all slopes with critical dip in road. Right road slope steep and erodible for 450 ft. Ditch relief culvert 50% plugged. Diversion potential.	mulch approaches

## SCOPE OF WORK-TRINIDAD SOURCE WATER PROTECTION PROJECT

Site	Road	Comments on Problem	Comments on Treatment
111	1310	18" CMP with slumping headwall ~ 250' up left road. Waterbar 80' up left road. Outlet and down channel armored with 1/4 ton boulders. Waterbar 100' up right approach with high cutbank and erodible soil, slumping cutbank at waterbar.	mulch approaches
112	1310	Steep left road approach with 6 large waterbars needing maintenance. 1 critical waterbar up right approach. CMP in good condition.	mulch approaches
113	1310	24" CMP on class 2 stream with partially crushed inlet and side - 80% capacity. Drainage 50 ft (bfc = 2 ft x 1 ft deep) to right diverted by inboard ditch to pipe.	mulch approaches
114	1310	Headwall swale - class 3 stream. Erodible soils, minor sheet erosion; may deliver sediment in high intensity storm. Evidence of enough flow to carry silt across road.	mulch approaches
115	1310	Headwall swale - class 3 channel; steep outslope fill; stable/well vegetated - minor surface erosion; potential to divert left down road.	mulch approaches
116	1310	Class 3 stream, headwall swale. Adequate although highly erodible soil/no road rock.	mulch approaches
117	1310	bare soil road delivers sediment to stream crossing	mulch approaches
120	1311	Sinkholes in fill slope below OBR, no flow evident upstream, flows subsurface. Fill xing. (fill=1,500 cu. yds)	decommission crossing
121	1311	Class 3 stream xing eroding through active debris flow upstream and downstream of road. Stored sediment on both sides of road. 3' x 3' incisions through stored sediment. Active erosion and delivery. (fill=1,000 cu. yds)	decommission crossing

## SCOPE OF WORK-TRINIDAD SOURCE WATER PROTECTION PROJECT

Site	Road	Comments on Problem	Comments on Treatment
122	1311	Filled xing with sinkholes mid road and at OBR. Spring on left approach - wet road surface, headwall swale. (fill=600 cu. yds.)	decommission crossing
123	1311	Filled xing with no channel below road. Unstable road fills on left approach for 100' and right approach for 120'. (fill=600 cu. yds.)	decommission crossing
139	1300	Road built in upstream corridor adjacent to stream for 600' and 1300' of road drain to stream/wet areas. New 24" CMP drains whole area to 18 creek. 300' downslope channel leads to 18" DRC. Downstream channel appears Intermittent, unknown sediment delivery.	Reroute CR 1300 onto 1305 Rd at Site 139. Build ~ 1000 (+/-) of new road from east end of spur road back to 1300 Rd to get road out of wetland area. 1305 is on watershed divide to south. Nearly half of the length of re-route already exists. Sediment delivery to wetland area is small but potential source of turbidity. Decommission 1300 thru wetland
163	1010	Large crossing fill at pond with well rocked faces. 18" CMP with 30-40% rust lines and 20% plugged outlet. Plugged culvert could wash out crossing (unlikely due to rock faces) but most likely would divert down thru quarry to CMP at Luffenholtz creek.	decommission crossing
176	1400	Undersized cross road drain can divert to intersection with 1400 road and has potential to deliver sediment to headwater swale areas.	install 24" x 40' CMP, mulch
179	1411	Bare roads. Steep approach from left with 3 waterbars that are eroding; two 18" CMPs both plugged 15%, only one was surveyed originally (Second one found on 6-18-07)	install 2 - 24" x 40' Pipes, one in each draw; mulch approaches
180	1411	Class 3 stream xing, 18" CMP. Erosive, bare soils. Road has rilling waterbars, no rock on road. WB feeds into creek at site 181.	Upgrade to 24"X 40' Pipe; mulch approaches

## SCOPE OF WORK-TRINIDAD SOURCE WATER PROTECTION PROJECT

Site	Road	Comments on Problem	Comments on Treatment
181	1411	Class 3 stream xing w/18" CMP. Xing. Erosive, bare road surfaces draining to creek.	Upgrade to 24"X 40' Pipe; mulch approaches
183A	1410	Stream crossing with bare soil roads with sheet erosion leading to waterbars; no culvert	Install 24"X 40' Pipe; mulch approaches
183B	1410	Bare roads with sheet erosion leading to waterbars. Potential to divert and cause gully. No culvert on stream xing.	Install 24"X 40' Pipe; mulch approaches
196	1600	3 creeks converge to two pipes. Class 2 streams with 18" CMPs. Dirt line above 1/2 culvert diameter indicating pipe undersized. Armored at outlet. Long deep ditches feed into site. 18" DRCs at 150' left of crossing.	Install two pipes - 24" x 60' on left and 36" x 50' on right.
202	1600 spur	Flowing class 3 stream: low slope, 50% plugged at outlet. Slumping in middle, flow may go partly around pipe (small hole to right of inlet).	install 36" X 60 Ft CMP; rock headwall, install critical dip
203	1600 spur	Bare soil road.	Mulch approaches for 100 ft
204	1600 spur	Undersized, short pipe discharges on erodible fill. Bare soil road.	Install 24"x60' culvert
205	1600 spur	Inlet crushed - 100% plugged. Bare soil road.	Mulch approaches for 100 ft
206	1600 spur	Could not find pipe. Gully at outlet. Undercut bank, 40% unstable with rills, exposed roots, and cones.	Install rock swale.

## SCOPE OF WORK-TRINIDAD SOURCE WATER PROTECTION PROJECT

Site	Road	Comments on Problem	Comments on Treatment
213	1000	Small intermittent flow at road crossing ditch; bare road surface delivery to trib which at times may connect to the main stem below.	Create swale/ excavate berm drain with shallow pond at end to accept road runoff to disconnect direct delivery from road into ditch that delivers to creek
215	1000	Several hundred feet of mainline road (which gets powdery in dry periods) drain to this spot, delivering to the creek and triggering erosion of the fill face.	Create swale/ excavate berm drain with shallow pond at end to accept road runoff to disconnect direct delivery from road into ditch that delivers to creek
216	1000	Haul road CR1000 adjacent to mainstem Luffenholtz creek. Roadbed erosion at road. Outlet 300' upstream of site 215. Road surface drains toward creek, creek is 20-50' from road - 50% delivery to stream system.	Create swale/ excavate berm drain with shallow pond at end to accept road runoff to disconnect direct delivery from road into ditch that delivers to creek
217	1000	Large area (2 acres +/-) at the north end of road 2100 quarry has bare slopes and ground - all of this drains to the CMP at site 217. This CMP delivers directly to main stem Luffenholtz.	Re-route CR1000 thru quarry + under power line, add one stream crossing, return to CR1000 south of site 222; budgeted for bridge across creek upstream of site 222
222	1000	Road is in close proximity to Luffenholtz creek. Road is sloped towards creek and has 8 exit points for road surface runoff between site 218 and site 221. Sediment delivery is evident during rain storms. Largest delivery is most likely during the first flush (first large storm event) when pulverized rock from the road surface is mobilized and transported to stream system.	Decommission 2,000 ft of CR 1000 with 4 stream crossings at sites 217, 218, 221, 222
231	1107	Undersized culvert on class 1 stream (resident cutthroat habitat). Fish barrier, potential to plug and erode through large volume of crossing fill. Crossing volume with 50% delivery.	replace with 60' bridge

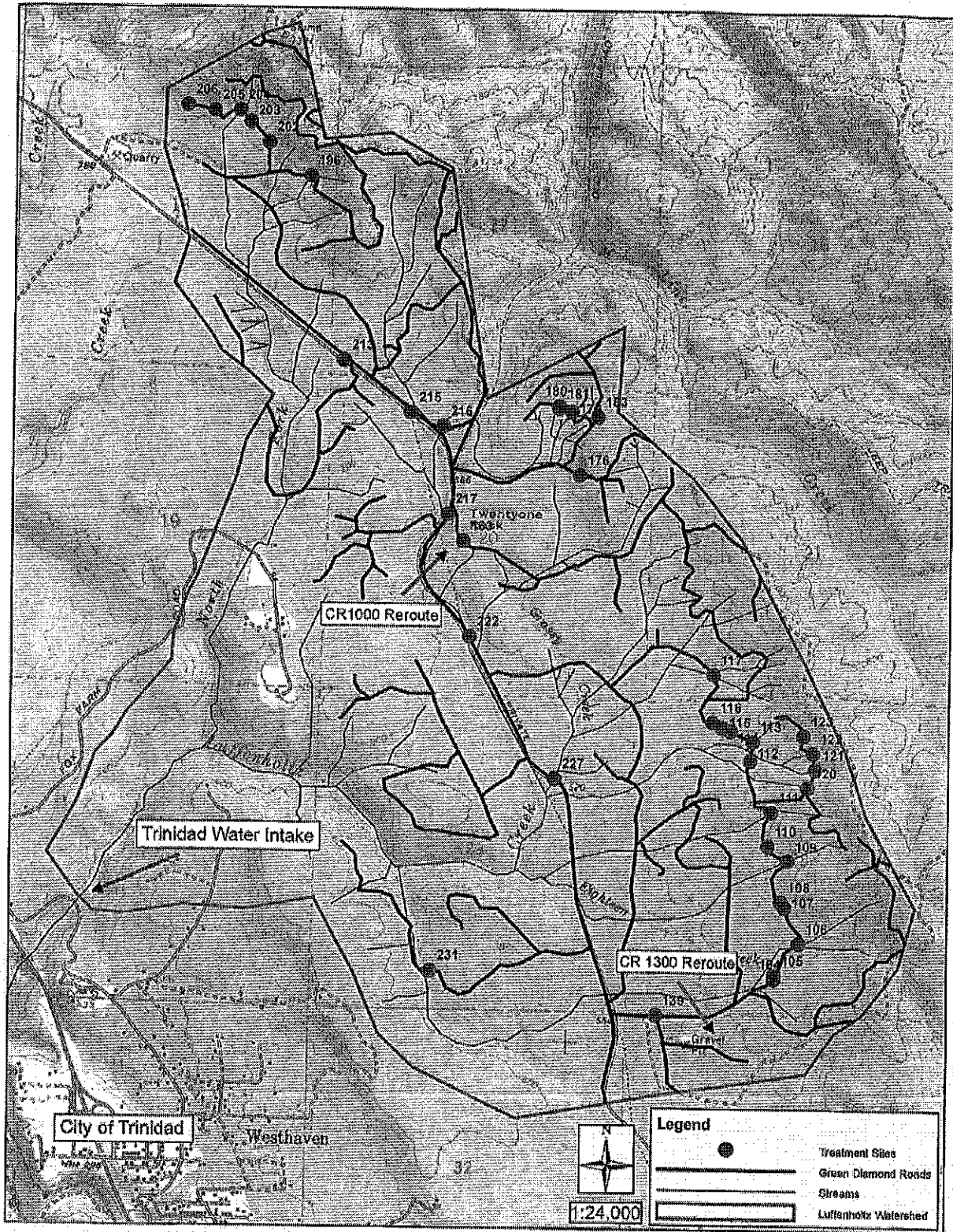
# SCOPE OF WORK-TRINIDAD SOURCE WATER PROTECTION PROJECT

## City of Trinidad Prop 50--Source Water Protection Project Engineer's Cost Estimate

Luffenholtz Creek Sediment Reduction Project Construction Costs City of Trinidad		
Cost Category	Cost	Sub-Totals
<b>A. Preliminary Costs</b>		\$ 82,400
Application Costs	\$ 2,500	
Field Surveys	\$ 19,400	
Update Priority Treatment Sites List	\$ 7,000	
SWPPP	\$ 10,000	
General Project Management	\$ 23,500	
Grant Administration	\$ 20,000	
<b>B. Construction Costs</b>		\$ 1,374,500
B.1 Construction	\$ 1,275,000	
B.2 Construction Observation/ Oversight		
SWPPP monitoring	\$ 12,000	
Environmental Monitoring	\$ 10,000	
Construction Observation	\$ 77,500	
<b>C. Design &amp; Engineering Costs</b>		\$ 186,000
Geotech	\$ 10,000	
Survey	\$ 25,000	
Plans & Specs - Roads	\$ 80,000	
Plans and Specs - Bridge Crossings	\$ 20,000	
Plans & Specs - Culverts, decommissioning, and Stabilization	\$ 45,000	
Bid Preparation	\$ 6,000	
<b>D. Equipment Costs</b>	\$ -	\$ -
<b>E. Land Acquisition</b>	\$ -	\$ -
<b>F. Contingencies</b>	\$ 80,000	\$ 80,000
<b>G. Other Costs</b>		\$ 64,900
Streambed Alteration Agreements (GDRC)	\$ 5,000	
Post Construction Monitoring	\$ 54,900	
Labor Compliance	\$ 5,000	
<b>Total</b>	<b>\$ 1,787,800</b>	<b>\$ 1,787,800</b>

# SCOPE OF WORK-TRINIDAD SOURCE WATER PROTECTION PROJECT

## Luffenholtz Creek Treatment Sites

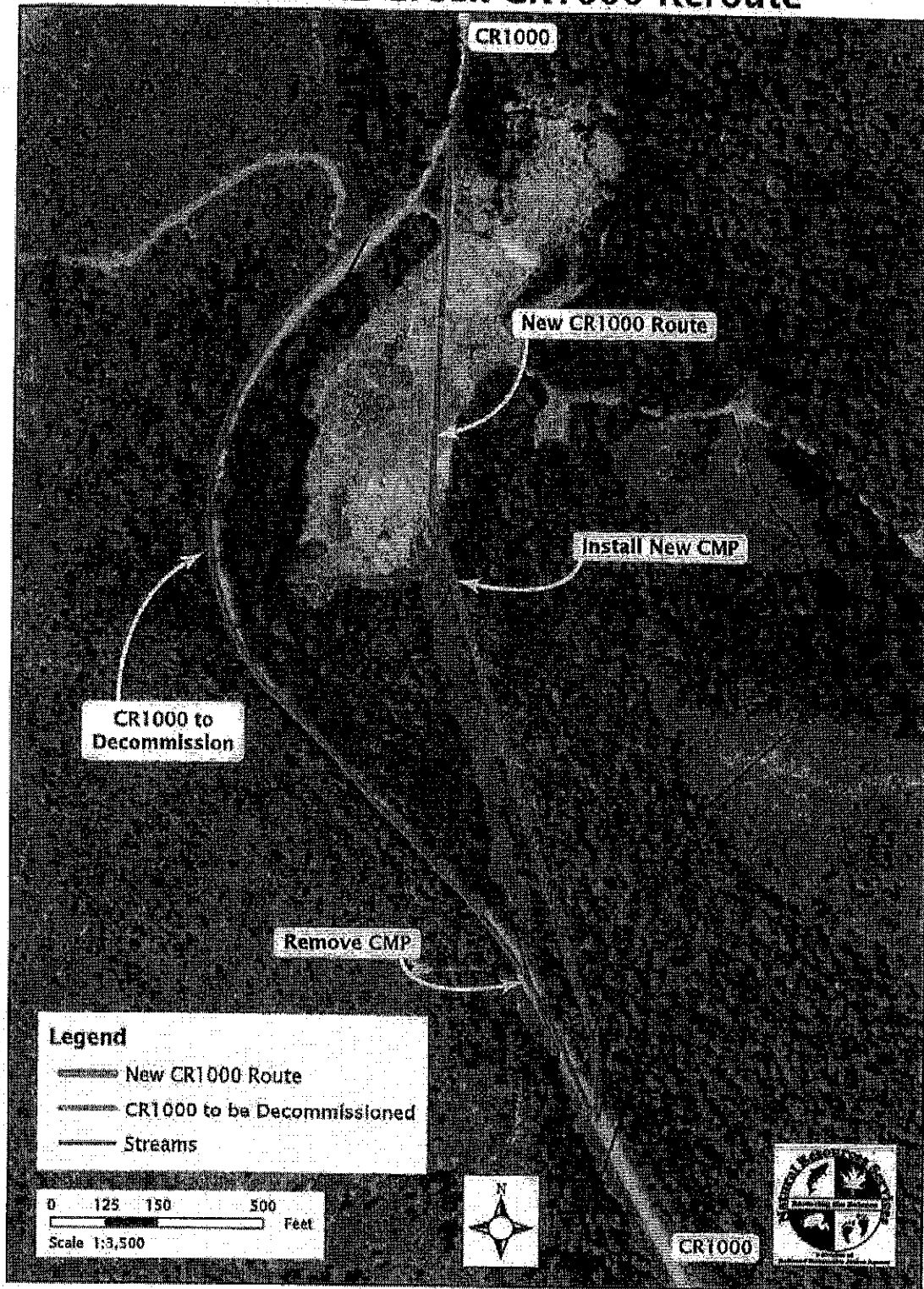


# SCOPE OF WORK-TRINIDAD SOURCE WATER PROTECTION PROJECT

A. Hachmirent A.3  
Figures

P50-1210018-136

## Luffenholtz Creek CR1000 Reroute

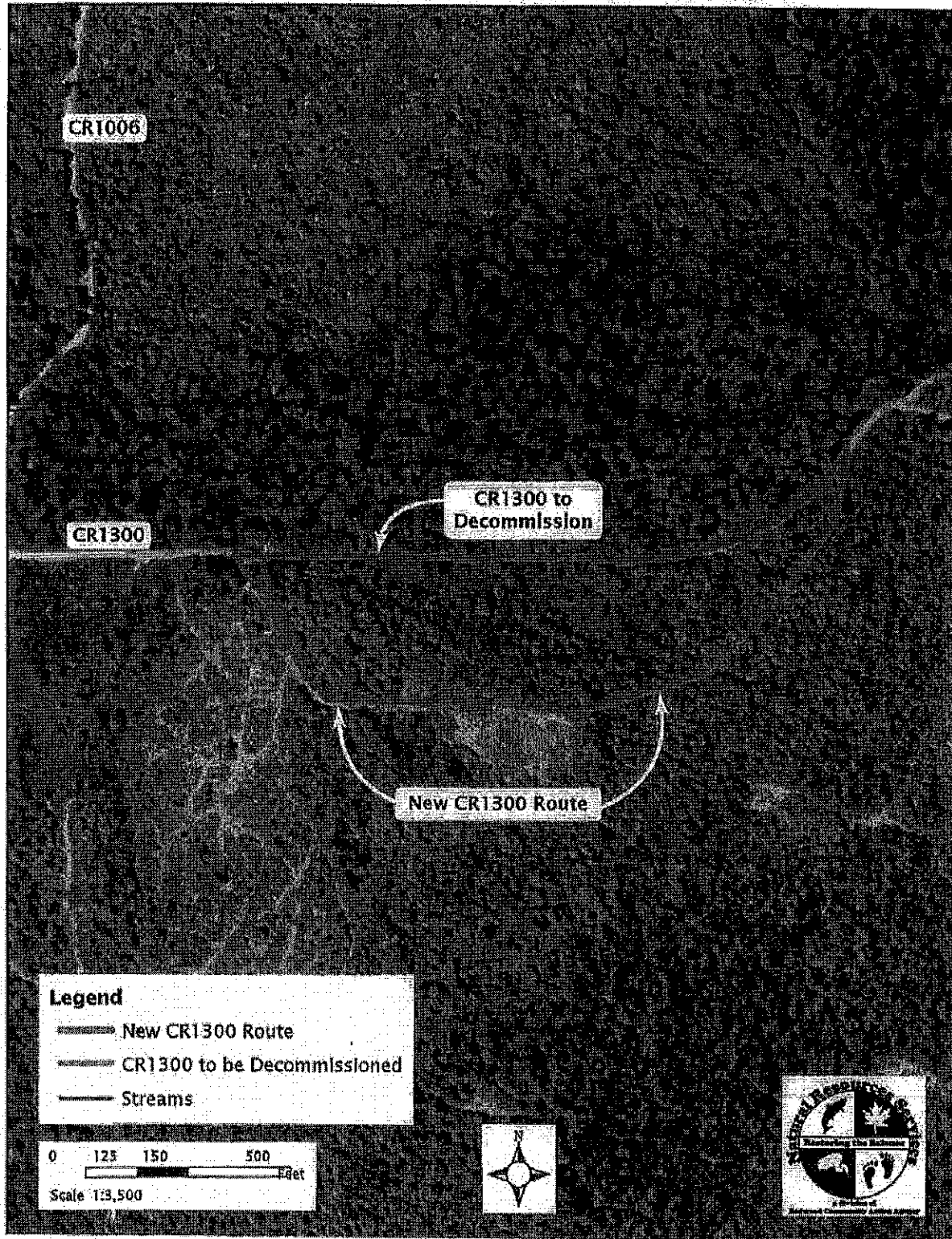


# SCOPE OF WORK-TRINIDAD SOURCE WATER PROTECTION PROJECT

Attachment A.4  
Figures

P50-12.10018-136

## Luffenholtz Creek CR1300 Reroute





## **CONSENT AGENDA ITEM 5**

### **SUPPORTING DOCUMENTATION FOLLOWS WITH: 1 PAGES**

5. Award of Proposition 1B Projects to GRS (formerly Miller Farms)

## **CONSENT AGENDA ITEM**

Date: December 14, 2011

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Item: Award of Proposition 1B Projects to GRS (formerly Miller Farms)

Background: The City received \$400,000 in Proposition 1B funds in 2008 as part of a statewide bond issue that provided funding for a variety of transportation-related projects. At the meeting in September, 2011, your Council approved a number of projects to spend the remaining balance of these funds by the deadline of June 30, 2012.

Five project components and the engineering cost estimates are:

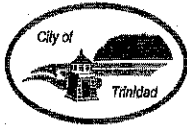
Scenic Drive	Grind and Patch	\$ 6,720
Stagecoach Road	Overlay	\$26,180
West Street	Overlay	\$ 7,168
Upper Edwards Street	Overlay	<u>\$ 25,600</u>
Total		\$ 65,668

Bids were received as follows:

GRS	\$ 66,500.00
Hooven	\$ 71,878.67
Alves	\$ 76,087.50
Kernen	\$ 79,090.00

It should be noted that the project component on Scenic Drive may change based on the trenching to be performed by the Rancheria as part of their water system upgrade project. The details are not available at the time of this writing. Direction to the contractor may be modified when those details are known.

Proposed Action: Award the projects to GRS, subject to possible modification of the Scenic Drive component.



## **CONSENT AGENDA ITEM 6**

### **SUPPORTING DOCUMENTATION FOLLOWS WITH: 5 PAGES**

6. Agreement with Humboldt County Sheriff's Office for Animal Control Services.

## **CONSENT AGENDA**

Date: December 14, 2011

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### **Item: Agreement with Humboldt County Sheriff's Office for Animal Control Services**

#### **Background:**

The attached Agreement will provide for the ability to call the Humboldt County Sheriff's Office Animal Control Division to respond to animal control services on an hourly cost basis (currently \$70/per hour), as initiated by the City Manager, his/her designee, or the City Clerk. No calls for services would be accepted from the general public, unless there was a danger to life or serious bodily injury that demanded immediate response.

While most animal control issues within the City of Trinidad can be handled by the Deputy Sheriff assigned to the City or the City's Public Works staff, some issues such as securing and/or transporting potentially dangerous animals may require the services of animal control staff better trained and better equipped to respond.

Under separate agreement, the City pays a base fee of \$113.00 per month to the Humboldt County Sheriff's Office for animal sheltering services plus a daily fee for quarantine, hold or protective custody as may be needed.

#### **Proposed Action:**

Approve and authorize the City Manager to execute the attached Agreement between the County of Humboldt Sheriff's Office and the City of Trinidad for animal control services.

Attachment: Proposed Agreement

**Agreement Between  
The County Of Humboldt Sheriff's Office,  
And  
City of Trinidad**

NOW THEREFORE, we agree as follows:

1. The term of this Agreement shall commence on \_\_\_\_\_, 2011 and continue until terminated in accordance with Section 9 of this Agreement.
2. The Humboldt County Sheriff's Office Animal Control Division agrees to respond to calls for service, generated by the City of Trinidad, for animal control issues.
3. This agreement is between the City of Trinidad (CITY) and the Humboldt County Sheriff's Office (COUNTY). No calls for services will be accepted from the general public, unless such call constitutes a danger to life or serious bodily injury could occur and demands immediate response.
4. CITY will deal with general Animal Control issue and will only call for assistance, from COUNTY when deemed necessary by the City Manager or his/her designee, or the City Clerk.
5. COSTS
  - a. CITY will be billed for the services provided when an animal control officer responds to a call for service within the jurisdictional boundaries of the City. These costs will include the call for service, transportation of the animal, securing the animal and any court or other procedural issues requiring the officer to appear. Billing for such services will be provided

to the CITY on a monthly basis, by the first of each month. Payment for each monthly invoice's will be expected within 15 days of the receipt of the invoice of services rendered. The rate for such services will be based upon the County of Humboldt's Published fee schedule, which is currently \$70.00 per hour/per Animal Control Officer. At the conclusion of the call for service, the time will be calculated by rounding off to the nearest one half (1/2) hour; a minimum of one hour (1) will be charged for all calls for service, regardless of the duration of the call/service provision.

6. COMPLIANCE WITH LAWS AND ORDINANCES

- a. All services to be performed by the COUNTY pursuant to this Agreement shall be performed in accordance with all applicable federal, state county and municipal laws, ordinances, regulations, titles and departmental procedures.
- b. COMPLIANCE WITH NUCLEAR FREE ORDINANCE: In recognition of the Humboldt County Nuclear Free Ordinance, the CITY certifies by its signature below that it is not a nuclear weapons contractor, in that CITY is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Ordinance in Humboldt County, CITY agrees to notify COUNTY via Humboldt County Sheriff's Office immediately if it becomes a nuclear weapons provider, as defined above. CITY acknowledges that, per the terms of the Humboldt County Nuclear Free Ordinance, COUNTY via Humboldt County

Sheriff's Office may immediately terminate this agreement if it determines that the foregoing certification is false or if CITY becomes a nuclear weapons provider.

7. **NON-DISCRIMINATION:** All services rendered under this agreement shall be provided without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, ancestry or handicap/disability.
8. **HOLD HARMLESS & INDEMNIFICATION:** COUNTY shall hold harmless, defend and indemnify CITY and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with COUNTY'S performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the willful misconduct or the gross negligence of the CITY, its officers, officials, employees and volunteers. The COUNTY shall waive its rights of subrogation against the City, its officer, officials, employees and volunteers. The CITY shall indemnify and hold harmless the COUNTY, its officers, officials, employees and volunteers from any claim or liability, based or asserted upon the illegality or unconstitutionality of any CITY ordinance that the COUNTY has enforced under this contract. This indemnification shall extend beyond the term of this agreement, including any extension thereof, as to claims, actions or judgments arising from the conduct or inaction of any such personnel during the term of this agreement.

9. TERM OF AGREEMENT/TERMINATION: The term of this Agreement shall commence on \_\_\_\_\_, 2011 and shall continue for the same period as the contract for law enforcement services between the CITY and COUNTY, provided, however, that COUNTY or CITY may terminate this agreement for any reason by giving written notice to the other party at least five (30) days in advance of the effective date of such termination. Any modification to this agreement will be deemed invalid unless created in writing, signed by both parties.

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KAREN B. SUIKER  
City Manager, City of Trinidad

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MICHAEL T. DOWNEY  
Sheriff, County of Humboldt



## **CONSENT AGENDA ITEM 7**

### **SUPPORTING DOCUMENTATION FOLLOWS WITH: 7 PAGES**

7. Agreement between the City of Trinidad and Winzler & Kelly for environmental, Engineering, and Construction Engineering Services for the Azalea & Pacific Street State Transportation Improvement Program (STIP) Project

## **CONSENT AGENDA**

Date: December 14, 2011

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**Item:** Agreement Between the City of Trinidad and Winzler & Kelly for Environmental, Engineering and Construction Engineering Services for the Azalea & Pacific State Transportation Improvement Program (STIP) Project

**Background:** Construction funds for the Azalea & Pacific STIP Project have been programmed for FY 2012/13, and in September, 2011 your Council approved the allocation of \$55,000 from the Proposition 1B statewide bond issue to be directed to project design in order to be prepared to fully utilize the construction funds when they become available. All Proposition 1B funds must be expended by June 30, 2012.

The Azalea & Pacific project, which will reconstruct the subgrade, regrade, construct curbs and gutters and install drainage facilities, has been on the City's radar for several years, with \$13,600 expended in years 2008 and 2009 for environmental documentation (CEQA) based on CalTrans requirements, and starting on the design process including investigating site soils and development of the new road structural section. The next tasks involve cultural resources investigation, topographic and boundary survey and engineering design, all of which are estimated at \$55,000. Construction engineering, subject to prior authorization by CalTrans and City of Trinidad once funding is secured, is estimated at an additional \$48,000.

### **Proposed Action:**

Approve and authorize the City Manager to execute the attached Agreement between the City of Trinidad and Winzler & Kelly



**WINZLER & KELLY**

**Agreement Between City of Trinidad  
And Winzler & Kelly**

**ENVIRONMENTAL, ENGINEERING AND CONSTRUCTION ENGINEERING SERVICES  
FOR THE  
AZALEA & PACIFIC STIP PROJECT**

**NOVEMBER 15, 2011**

**INTRODUCTION**

This scope of services relates to a prime agreement between the City of Trinidad and Winzler & Kelly Consulting Engineers dated August 5<sup>th</sup>, 2004. All provisions of the prime agreement apply to this scope of services unless otherwise stated in this scope of services.

This Scope of Services replaces Task 2 and Task 3 of the Scope of Services dated 2/14/08, and is limited to environmental documentation (cultural resources investigation and a CEQA CE only), topographic and boundary survey, engineering design, bidding assistance and construction observation and management.

These scope elements are described further in the following sections.

**Task 2a: Environmental Documentation**

Since this project is the reconstruction of an existing developed street, it has been assumed for scope and budget purposes that a CEQA Categorical Exemption (CE) is appropriate. However, the actual level of CEQA documentation required will be based on the results of the cultural resources survey. If cultural resources are identified at the project site during the cultural resources investigation, then a Mitigated Negative Declaration (MND) will be required. Although not included in this scope of services, Winzler & Kelly is available to prepare a MND under a separate scope of services through a contract amendment.

**Cultural Resources Investigation**

Roscoe and Associates Cultural Resource Specialists will conduct a Phase 1 Cultural Resources Investigation Azalea and Pacific Project. The objective of the investigation is to identify known or unknown cultural resources located in the proposed project location.

The cultural resources investigation will be designed to comply with the California Environmental Quality Act and its guidelines (Title 14 CCR 15000 et seq.). If the project qualifies as a federal undertaking, the report will reflect compliance with Section 106 of the National Historic Preservation Act (36 CFR Part 800).

The investigation will be accomplished by: (1) identifying and recording cultural resources within the project area/APE, (2) offering a preliminary significance evaluation of the identified cultural resources, (3) assessing the potential impacts to cultural resources resulting from the implementation of proposed

project activities, and (4) offering recommendations designed to protect resource integrity, as warranted.

Pre-field research will include conducting background and archival research at local libraries, historical societies, and other repositories that might contain information about the project area. A formal records check of the project area with a ½ mile "study area" buffer will be conducted at the North Coastal Information Center of the California Historical Resources Information System. Roscoe and Associates will initiate and correspondence with the Native American Heritage Commission and local Native American tribes throughout the duration of the investigation.

Field investigations are expected to begin as soon as a contract is accepted. This investigation will consist of an intensive pedestrian reconnaissance (10 meter transects) of the project area. Limited subsurface sampling with manually operated auger (10 cm diameter) may be necessary to assess the potential for buried archaeological deposits. All previously recorded and newly identified historic period or prehistoric cultural resources will be recorded on standard DPR 523 series archaeological site records to a standard consistent with the Department of the Interior guidelines for recording historic resources.

A complete report detailing the regional prehistoric chronology, ethnographic background, historic background, study findings, recommendations and Native American consultation will be prepared. Maps will be provided, showing the cultural resources survey area, archaeological site locations, and historic maps, where applicable. The final report will be supplied to the City, and the North Coastal Information Center.

#### CEQA Categorical Exemption

It is understood that since the project is a modification of existing developed areas that the project is categorically exempt from CEQA and that no other special studies or permits are required. For this task Winzler & Kelly will complete a Notice of Exemption (NOE) from CEQA that is to be filed with the County Clerk. Winzler & Kelly will file the NOE and pay the \$50 fee for filing with the Humboldt County Clerk. Posting with the County Clerk lasts for 30 days.

#### **Task 2b: Topographic and Boundary Survey**

##### Topographic Survey

Winzler & Kelly will contract directly with Gutierrez Land Surveying for survey and mapping services for the project. Gutierrez Land Surveying will perform a topographical survey on the City's Azalea Street and Pacific Way right-of-way. The finished product will be used to design road, parking areas, and related appurtenances. Topographic survey will generally include edge of pavement, gutter flow lines, grate elevations of utility covers and inverts of piped utilities that are accessible, curb tops, back of walks, and grade breaks, utility poles, trees, adjacent fence lines, and other structures.



Azalea & Pacific STIP Project  
Scope of Services  
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### Boundary Survey

The survey work will identify existing right of ways and easements with respect to existing road location and adjacent topographic features. Property lines abutting the street will be based on deeds and maps of record. This work will enable design team to identify areas where additional right of way acquisition may be needed, if any. Acquisition of any right of way needed, would be performed under a separate scope and budget. It is assumed that the existing right of way is of sufficient width and length to accommodate the proposed road improvements.

### **Task 2c: Engineering Design (PS&E)**

#### Conceptual Design

Winzler & Kelly's will work with City staff to develop a conceptual level design plan that will establish the scale, relationship and orientation of the proposed improvements. Improvements are anticipated to include the reconstruction of the road subgrade, construction of curbs and gutters, and installation of drainage facilities. Winzler & Kelly will submit the conceptual level design to the City for review and comment, and can participate in one design review discussion or meetings with adjacent landowners, council members, or other stakeholders of the City's choosing.

#### Construction Plans

The Construction Plans will be developed on 22" x 34" sheets that allow scaled reduction to 11" x 17" sheets. Design plans will likely include the title sheet, typical sections, general notes, survey control diagram, plans and profiles, drainage details, typical details, and other sheets we deem necessary to convey the design intent. All plans will be stamped and signed by a professional engineer to be used as part of the construction documents. Construction plans will be submitted at the preliminary 75% stage for review and comment by the City. Applicable review comments will be incorporated in the final 100% design plans.

#### Technical Specifications

Winzler & Kelly will prepare technical specifications consisting of Special Provisions to amend and supplement the California Standard Specifications (2010). The technical specifications will be developed 100% stage only.

The final plans and specifications will also be provided to Caltrans for review and approval and funds for construction will be requested.

#### Engineers Opinion of Probable Construction Cost

The Engineers Opinion of probable construction costs will be prepared using standard engineering estimate procedures for each design submittal (75%, and 100%). Actual construction costs may vary due to availability of labor, equipment, materials, or market conditions.



Azalea & Pacific STIP Project  
Scope of Services  
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#### Deliverables and Review

Winzler & Kelly will submit the PS&E package for approval by the City at the 100% completion level. All plans, specifications and cost estimates (opinion of probable cost) will be provided as hardcopy prints (up to 6 sets total) and as electronic pdf's.

#### **Task 3: Construction Engineering (CE)**

Once authorized by Caltrans and the City of Trinidad, Winzler & Kelly will proceed with the Construction Engineering phase of the project.

#### Bid Period Services

Winzler & Kelly will provide bid period services based on the following items:

- Print and distribute plans and specifications to contractors at cost (copies at no cost to Builder's exchange and the City)
- Answer contractor questions via telephone (8 hours assumed)
- Issue Addenda during bidding (8 hours assumed)
- Organize and conduct a prebid conference (8 hours assumed)
- Prepare a memorandum summarizing the prebid conference and addressing questions from the conference for the City to distribute (2 hours assumed)
- Review contractor bids (2 hour assumed)
- Work with the selected contractor on obtaining and verifying bonds and insurance (2 hours assumed)
- Work with the City on preparing the contract documents for counsel approval (2 hours assumed)
  - Notice of Award
  - Contract
  - Notice to Proceed

#### Construction Observation and Management

Winzler & Kelly will provide overall construction inspection and management services that are based on the following items:

- Organize, conduct, and document the preconstruction conference (1 total)
- Provide shop drawing and submittal reviews (8 hours assumed)
- Provide periodic construction observation (25 work days assumed)
- Provide clarifications and responses to contractor questions (8 hours assumed)
- Review and approve progress pay requests (2 assumed)
- Prepare contract change orders (2 assumed to be completed with pay requests)
- Final project walkthrough inspection and preparation of final punchlist (8 hours assumed)
- Verification that punch list items have been completed (8 hours assumed)
- Preparation and recordation of Notice of Completion (2 hours assumed)

### **Schedule**

The following project schedule outlines major milestones.

<u>Milestone</u>	<u>Tentative Date</u>
Topographic Survey Completed	December 23, 2011
Conceptual Design Submitted for Review	January 27, 2012
Cultural Resources Survey Completed	February 24, 2012
75% PS&E Submitted for Review	March 23, 2012
CE Completed	April 20, 2012
100% PS&E Completed	May 25, 2012
Project Advertisement, Bidding, Award and Construction	TBD

### **Services Not Included**

This scope of services is based on the tasks described above which are anticipated for the project. The City may need additional services during the process of the project due to increased regulatory issues, unusual resident interest, project redesign or rebidding, or the characteristics of the contractor. Items not included in this scope include the following:

- Survey boundary analysis, right of way, or legal issues
- Environmental documentation or permitting besides the Categorical Exemption noted in the scope
- Coastal Development Permit
- Storm Water Pollution Prevention Plan (SWPPP)
- Grading Permit
- Permit fees (The City is responsible for paying all permit and agency fees)
- Project redesign
- Project rebidding
- Additional construction inspection or management necessitated by site conditions discovered during construction, or contractor's actions
- Labor compliance
- Reimbursement Requests to Caltrans
- Additional Meetings after the concept design review with landowners, Council, or other Stakeholders
- Other services not specifically included in the tasks above

### **Compensation**

Winzler & Kelly will complete the above scope of services for a lump sum fee of \$103,000. The budget is organized by task as follows:

- Task 2a, b & c: \$55,000
- Task 3: \$48,000



Azalea & Pacific STIP Project  
Scope of Services  
November 15, 2011  
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Invoices will be prepared monthly and are due and payable within 30 days of the date of the invoice.  
Finance charges of 1-1/2% per month will be applied to all outstanding balances.

**Agreed**

\_\_\_\_\_  
Karen Suiker      Date  
Trinidad City Manager

 11/15/11  
\_\_\_\_\_  
Steve Allen      Date  
Winzler & Kelly

\_\_\_\_\_  
City of Trinidad Accounting Tracking Number



## **CONSENT AGENDA ITEM 8**

### **SUPPORTING DOCUMENTATION FOLLOWS WITH: 10 PAGES**

8. Authorize the Mayor to Sign the Memorandum of Understandings for the North Coast Integrated Regional Water Management Plan.

## CONSENT AGENDA ITEM

Date: December 14, 2011

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Item: **AUTHORIZE THE MAYOR TO SIGN THE  
MEMORANDUM OF MUTUAL UNDERSTANDINGS FOR  
THE NORTH COAST INTEGRATED REGIONAL WATER  
MANAGEMENT PLAN**

Background: In February 2005, the city council passed Resolution 2005-03 authorizing the mayor to sign the Memorandum of Mutual Understandings (MOMU) for the North Coast Integrated Regional Water Management Plan (IRWMP). This MOMU has been updated, so it is appropriate to sign the revised MOMU.

Becoming a signatory of the revised MOMU will demonstrate the city's coordination with the North Coast IRWMP, a requirement of the Prop 84 Storm Water Grant Program. The City is considering applying for funding through the Prop 84 Storm Water Grant Program for storm water related projects identified in the Trinidad-Westhaven Integrated Coastal Watershed Management Plan, adopted by the city in 2008.

The North Coast Integrated Regional Water Management Plan was developed through a joint effort by seven north coast counties, municipalities and other entities to plan for innovative approaches to effectively manage water while conserving environmental resources.

Staff Recommendation: Authorize Mayor to sign the *Memorandum of Mutual Understandings for the North Coast Integrated Regional Water Management Plan*.

Attachments: *Memorandum of Mutual Understandings for the North Coast Integrated Regional Water Management Plan*

List of signatories to the MOMU for the North Coast IRWMP

## **Attachment**

### **Memorandum of Mutual Understandings Integrated Regional Water Management Plan November 11, 2010**

#### **1. PURPOSE**

The purpose of this Memorandum is to establish the mutual understandings of North Coast area agencies, tribes and stakeholders with respect to their joint efforts towards an ongoing, adaptive North Coast Integrated Regional Water Management Plan (IRWMP) that will increase regional coordination, collaboration and communication and help in obtaining funding for water-related projects, watershed protection and enhancement, energy programs and projects, and climate change initiatives and increase regional economic vitality.

#### **2. GOALS**

The goals of the IRWMP are:

2.1. To develop a comprehensive plan to facilitate regional cooperation in providing water supply reliability, water recycling, water conservation, water quality improvement, storm water capture and management, flood management, watershed protection and enhancement, wetlands enhancement and creation, and environmental and habitat protection and improvement.

2.2. To foster coordination, collaboration and communication between North Coast agencies, tribes and stakeholders responsible for water-related and climate/energy issues and interested stakeholders, to achieve greater efficiencies, enhance public services, and build public support for vital projects.

2.3. To improve regional competitiveness for State and Federal grant funding.

#### **3. DEFINITIONS**

3.1. Integrated Regional Water Management Plan: The plan envisioned by state legislators, state resource agencies and local governments and stakeholders in the North Coast Region that integrates the projects and management plans of all water-related agencies, tribes and stakeholders in the North Coast Region, in order to foster coordination, collaboration and communication among those entities and to assist decision-makers in awarding grants and other funding. The plan will address water supply, water quality, wastewater, stormwater/flood control, watershed planning and aquatic habitat protection and restoration as well as economic development, assistance to disadvantaged communities, climate change mitigation and adaptation and energy independence.

3.2. Agency: A public entity, be it a special district, city or other governmental entity, responsible for providing one or more services in the areas of water supply, water quality, wastewater, recycled water, water conservation, stormwater/flood control, watershed planning, aquatic habitat protection, restoration, climate change mitigation and/or adaptation and local economic development.

3.3. Service Function: A water or climate-related individual service function provided by an agency or tribe, i.e. water supply, water quality, wastewater, recycled water, water conservation, stormwater/flood control, watershed planning, aquatic habitat protection or restoration, or energy programs

3.4. Project: An integrated, multi-benefit implementation activity in need of funding that addresses: water supply, water quality, wastewater, stormwater/flood control, watershed planning or aquatic habitat protection and restoration, local economic development, climate mitigation or adaptation and energy independence

3.5. Management Plan: An agency's, tribe's, or organization's plan, based in part on the land-use plans within the entity's jurisdiction, that addresses how that entity will provide service in the future in one or more of the following service functions: water supply, water quality, wastewater, recycled water, water conservation, stormwater/flood control, watershed planning, climate change mitigation/adaptation, or aquatic habitat protection or restoration.

3.6. Integration: Assembling into one document the water-related management strategies, projects and plans in the North Coast Region. The plan will identify water management and climate mitigation/adaptation strategies and priority projects for the region and demonstrate how these strategies and priority projects work together to provide reliable water supply, protect or improve water quality, provide watershed protection and planning, mitigate the effects of climate change, assist the region in adapting to climate change, provide local economic development – especially to disadvantaged communities - or provide environmental restoration and fisheries protection. Projects and plans would be categorized, and the regional benefits of linkages and interrelationships between multiple water and climate change management strategies, projects and plans of separate service functions would be identified, e.g. wastewater treatment and water recycling, stormwater/flood management, climate mitigation/adaptation or habitat restoration.

3.7. North Coast IRWMP Policy Review Panel (PRP). The governing and decision making body for the North Coast IRWMP, described in Section 5.4. The PRP reviews and approves plans and applications for grants or other types of financial assistance on behalf of the NCIRWMP and makes policy decisions on behalf of the NCIRWMP.

3.8. North Coast IRWMP Technical Peer Review Committee (TPRC). The panel is comprised of up to two technical representatives from each North Coast County and three tribal representatives. The TPRC representatives from each North Coast County will be appointed by the PRP members from each County. The tribal representatives on

the TPRC will be selected through the Tribal Representation Process attached hereto as Exhibit A. The TPRC is advisory to the PRP and evaluates and makes recommendations based on technical and scientific data. They will support staff in compiling and integrating projects and management plans of the North Coast region. Review committee members will define the process of compilation and integration including format, schedules, and ground rules to ensure process consistency and uniformity.

#### 4. IRWMP PROJECT PARTICIPANTS

4.1 Local Public Agencies. Public agencies, which have developed projects and management plans, and are devoting staff to the process, will contribute to the development of the NCIRWMP both via in-kind staff support and in some cases direct financial support. These agencies will be signatories to this Memorandum of Mutual Understandings. As authorized by the NCIRWMP Policy Review Panel, a local public agency may act as a contracting entity on behalf of the NCIRWMP.

4.2. Tribes. Tribes, which have developed projects and management plans, are responsible to their respective constituents and members, and are devoting staff to the process, will contribute to the development of the NCIRWMP both via in-kind staff support and in some cases direct financial support. These tribes will be signatories to this Memorandum of Mutual Understandings.

4.3 Contributing entities. Other entities (including, but not limited to, business and environmental groups, and landowner organizations) are considered valuable contributors to the process. Contributing entities will be kept informed via the NCIRWMP website, will continue to be invited and encouraged to participate in all meetings and workshops, and may be signatories to this Memorandum of Mutual Understandings.

4.4. State and Federal Agencies. Such agencies may include the Department of Water Resources, the State Water Resources Control Board, the North Coast Regional Water Quality Control Board, the California State Coastal Conservancy, Department of Fish and Game, National Oceanic and Atmospheric Administration, Environmental Protection Agency, Natural Resources Conservation Service, Department of Conservation, California Energy Commission, and Department of Energy. Such agencies will be invited to participate in a variety of ways, including but not limited to, providing input into the NCIRWMP planning process, and updating the PRP and staff on relevant legislative, policy, regulatory and funding initiatives and opportunities. If they cannot participate in work meetings, staff and representatives of the PRP and TPRC will keep them advised of project and plan progress and seek guidance as needed.

#### 5. MUTUAL UNDERSTANDINGS

##### 5.1. Need for a North Coast IRWMP

5.1.1. The North Coast IRWMP process is intended to foster increased coordination, collaboration and communication between North Coast agencies, tribes and interested stakeholders that may result in more effectively managed resources, cost efficiencies and better service to the public.

5.1.2. Also, representatives of state resource agencies and state legislators have suggested that qualification of some state grants and other funding criteria will require development and implementation of Integrated Regional Water Management Plans.

5.2. Subject matter scope of the IRWMP. The IRWMP will include, but may not necessarily be limited to, water supply, water quality, wastewater, recycled water, water conservation, stormwater/flood control, watershed planning and aquatic habitat protection and restoration, climate mitigation and adaptation, local economic development or energy independence programs. It is acknowledged that the management plans of each individual public agency or tribe are based, in part, on the land-use plans within an agency's or tribe's jurisdiction. Therefore, the NCIRWMP will by design incorporate the land-use plans and assumptions intrinsic to the respective service functions of these local agencies

5.3. Geographic scope of the IRWMP. The North Coast Region for this Memorandum is defined as the seven North Coast counties – Modoc, Del Norte, Siskiyou, Humboldt, Trinity, Mendocino, and Sonoma. These counties lie within the North Coast Hydrologic Region, even though some areas of some counties and individual agencies may lay outside the North Coast hydrologic region. Where it demonstrably supports the purpose of the NCIRWMP, as determined by the NCIRWMP Policy Review Panel, collaborations may extend beyond the NCIRWMP regional boundary into other counties and/or states. In the case of energy independence endeavors, boundaries may encompass full counties.

#### 5.4. Approach to developing the IRWMP

5.4.1. The first phase of the NCIRWMP formed the PRP and TPRC, developed a NCIRWMP website for stakeholder communication and data sharing, developed the North Coast IRWM plan, identified water management strategies for the region and the integrated priority projects that demonstrate how these strategies work together to provide reliable water supply, protect or improve water quality, provide watershed protection and planning, and provide environmental restoration and fisheries protection. Opportunities to identify regional benefits and linkages between multiple water management strategies among projects and plans of separate service functions were identified

5.4.2 Future phases of the NCIRWMP are expected to expand upon and further integrate existing strategies, add new regional strategies (including but not limited to climate mitigation and adaptation and energy independence) continue and enhance stakeholder outreach and inclusion, and coordinate and collaborate – where applicable – beyond the boundaries of the North Coast IRWMP with other regional, statewide and

national efforts that are relevant to NCIRWMP goals and objectives.

**5.4.3 Policy Review Panel.** The North Coast IRWMP Policy Review Panel shall consist of two representatives from each of the seven Counties (Modoc, Del Norte, Siskiyou, Humboldt, Trinity, Mendocino, and Sonoma) plus three tribal representatives selected by the North Coast tribes according to the "Tribal Representation Process" attached hereto as Exhibit A. Such County representatives shall be designees of the Board of Supervisors of the County. Each County shall also designate two alternates who have expertise in water, wastewater, land-use, or energy planning, and are familiar with the North Coast IRWMP process, and who may be members of the Technical Peer Review Committee. Each tribal representative may have one alternate who would be selected according to the Tribal Representation Process (Exhibit A), and who may be a member of the Technical Peer Review Committee. In the event that the elected or tribal representatives are unavailable for a particular meeting, the alternates may participate on their behalf. All meetings of the Policy Review Panel will be subject to and carried out in accordance with the provisions of the Ralph M. Brown Act. All PRP members acknowledge and agree that the PRP is subject to the Ralph M. Brown Act. Panel members may participate in panel meetings via teleconferencing, consistent with the requirements of the Brown Act.

**5.5. Decision-making.** Decision-making will be conducted by the North Coast IRWMP Policy Review Panel. The panel shall seek to arrive at a consensus if the need for a decision arises. If the panel cannot reach consensus, decisions shall be made as follows:

**5.5.1. Quorum.** Representatives or alternates constituting one-half or more of the total number of representatives on the Policy Review Panel shall constitute a quorum for purposes of transacting business or arriving at a decision.

**5.2.2. One vote per representative.** Each representative (or alternate, if a representative is not present) shall have one vote.

**5.2.3. Majority vote.** If a quorum is present, the affirmative vote of a majority of members of the Policy Review Panel present at a meeting is required to, and is sufficient to, approve any item of business or make any necessary decision.

**5.6. Approval of the NCIRWMP.** Review and approval of the final North Coast Integrated Regional Water Management Plan will occur by voting of the NCIRWMP Policy Review Panel, with input from the NCIRWMP Technical Peer Review Committee, North Coast region stakeholders and NCIRWMP staff. The NCIRWMP will also be brought before each North Coast County's Board of Supervisors for consideration and adoption. Tribes will approve the NCIRWMP according to the Tribal Representation Process.

**5.7. Non-binding nature; termination and withdrawal.** Execution of this Memorandum and participation in this IRWMP effort are legally nonbinding, and in no way impair an

agency or tribe from continuing its own planning or undertaking its own, separate efforts to secure project funding from any source. An agency or tribe may withdraw from this Memorandum and participation in the NCIRWMP at any time by notifying the NCIRWMP contracting entity in writing. Nothing in this Memorandum is intended to give the NCIRWMP or its Policy Review Panel any decision-making authority over matters within the jurisdiction of any signatory County, agency, or tribe.

5.8. Personnel and financial resources. It is expected that agencies, tribes, and organizations will contribute the personnel and financial resources necessary to develop the NCIRWMP.

5.9. Reports and communications. Staff and the Policy Review Panel and Technical Peer Review Committee will regularly report on their progress to the agencies, tribes, and stakeholders participating in the NCIRWMP process and the associations or organizations to which they belong that are involved in the NCIRWMP process.

6. Entirety of Memorandum of Mutual Understandings. This Memorandum of Mutual Understandings (MOMU) shall constitute the entire MOMU between the parties relating to the Integrated Regional Water Management Plan and shall supersede all prior MOMUs concerning the same subject matter.

#### 7. SIGNATORIES TO THE MEMORANDUM OF MUTUAL UNDERSTANDINGS

We, the undersigned representatives of our respective agencies or tribes, acknowledge the above as our understanding of how the North Coast Integrated Regional Water Management Plan will be developed and maintained over time.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

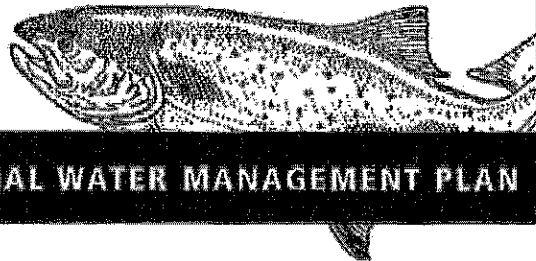
\_\_\_\_\_  
Agency / Tribe

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Agency / Tribe



**NORTH COAST INTEGRATED REGIONAL WATER MANAGEMENT PLAN**

**Memorandum of Mutual Understandings Signatories**

**Del Norte Agencies:**

Gasquet CSD  
County of Del Norte  
City of Crescent City

**Humboldt County Agencies:**

County of Humboldt  
Humboldt Municipal Water District  
Humboldt CSD  
Hydesville CWD  
McKinleyville CSD  
Myers Flat Mutual Water System  
Fieldbrook CSD  
City of Eureka  
Willow Creek CSD  
Garberville Sanitary District  
Redway CSD  
Orick CSD  
Humboldt Bay Harbor, Recreation and Conservation District  
City of Arcata  
City of Rio Dell  
City of Trinidad  
Westport County Water District  
Westhaven CSD  
Humboldt County RCD  
City of Blue Lake  
Loleta CSD

**Lake County Agencies:**

County of Lake  
Lake County Watershed Protection District

**Mendocino County Agencies:**

City of Willits  
City of Fort Bragg  
Covelo CSD  
County of Mendocino  
Mendocino County Water Agency  
Mendocino Resource Conservation District  
City of Ukiah  
Redwood Valley County Water District  
Brooktrails Township CSD

**Modoc County Agencies:**

County of Modoc

**Siskiyou County Agencies:**

County of Siskiyou  
City of Etna

**Sonoma County Agencies:**

County of Sonoma  
Town of Windsor  
City of Cloverdale  
City of Rohnert Park  
City of Santa Rosa  
City of Healdsburg  
City of Sebastopol  
City of Cotati  
Sonoma County Water Agency  
Graton CSD  
Sotoyome Resource Conservation District  
Gold Ridge Resource Conservation District  
Russian River Watershed Association (group of 10 cities, counties and special districts in Sonoma and Mendocino counties)

**Trinity County Agencies:**

County of Trinity  
Trinity County Resource Conservation District  
Weaverville Sanitary District  
Weaverville CSD  
Trinity County Water Works District #1

*North Coast Integrated Regional Water Management Plan  
Memorandum of Mutual Understandings Signatories*

**Tribal Representatives:**

Yurok Tribe

Hoopa Valley Tribal Protection Agency

**Other Entities:**

Trout Unlimited

Community Clean Water Institute

The Watershed Research and Training Institute

Russian River Watershed Council

North Coast Resource Conservation and Development Council

Circuit Rider Productions, Inc.

Gualala River Watershed Council

Pacific Coast Fish, Wildlife and Wetlands Restoration Association

LandPaths

Sonoma Ecology Center

California State Parks

Stewards of the Coast and Redwoods

Institute for Fisheries Resources

California Department of Forestry and Fire Protection

Occidental Arts and Ecology Center

California Land Stewardship Institute

E Center

Dutch Bill Creek Watershed Group

Westminster Woods Environmental Education Program

Botanical Dimensions

Mattole Restoration Council

Sebastopol Water Information Group

North Coast Regional Land Trust

The Conservation Fund

Redwood Community Action Agency

Laguna de Santa Rosa Foundation



## **AGENDA ITEM 1**

### **SUPPORTING DOCUMENTATION FOLLOWS WITH: 11 PAGES**

1. Presentation/Discussion/Decision regarding Trinidad Gateway Project Design.

## **DISCUSSION/ACTION AGENDA**

Date: December 14, 2011

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Item: Gateway Project Design Presentation

### **Background:**

The proposed Gateway Project includes pedestrian and streetscape improvements on Main Street and Trinity Street between the Highway 101 interchange and the Trinidad Elementary School. The proposed improvements include new ADA compliant sidewalks, crosswalks, curb ramps and driveway aprons, sidewalk bulb outs to enhance pedestrian visibility, landscaping and artistic enhancement elements. Replacement of the street light that was previously removed from the corner of Scenic and Main as part of the utility undergrounding project is also included.

This project has been in the works in some fashion since 2002, with substantial committee discussion and deliberation, planning and design efforts, working with property owners for necessary encroachments, dealing with legal and right of way issues and easements and utility providers for facility relocation, and we are finally ready to proceed to construction. The Council has approved an allocation of proposition 1B funds as the local match for this project, and those funds must be expended by June 30, 2012. Our Engineer has put together an ambitious schedule to assure construction can start in early May in order to spend the time-restricted Proposition 1B funds before the June 30 deadline.

The project funding includes \$45,000 for landscaping/artistic enhancement that has yet to be specifically defined, and at this late date it is not possible to so and still include in the bid package. The plan is therefore to include a structural foundation in one or more of the bulb out areas, together with low maintenance landscaping, which would allow for possible sculpture addition(s) to be considered at a later date. This could be in the form of outright sculpture purchase(s) if funds were identified, or consideration of rotating art displays such as are in place with the City of Arcata plaza area and City of Eureka fishermen's wharf area, in the event outright purchase is not feasible. In any event, the Gateway project itself should proceed so as not to lose available funding, with this component to be further defined as a separate and later project.

Funding currently available for construction is as follows: \$120,000 TE; \$335,475 HR3 and \$37,275 local match for a total \$492,750.

Engineer Josh Wolf from GHD Engineering (formerly Winzler & Kelly) will have a power point presentation of the project details.

**Proposed Action:**

Hear presentation on proposed project design, take action as may be appropriate, and authorize staff to proceed to the construction phase.

# Main Street & Trinity Street Gateway TE/HR3 Project



CITY OF TRINIDAD

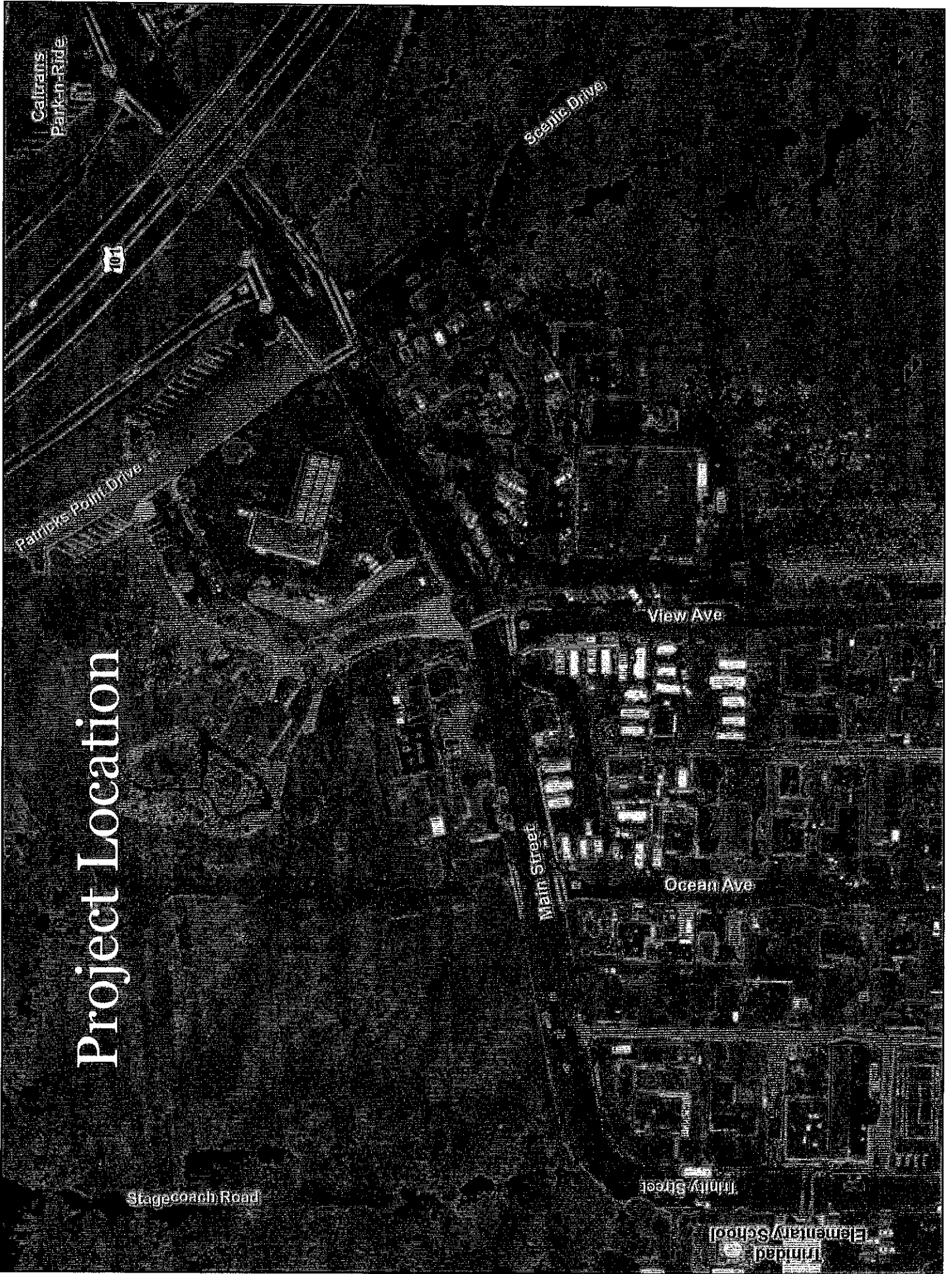


TE/HR3 PROJECT

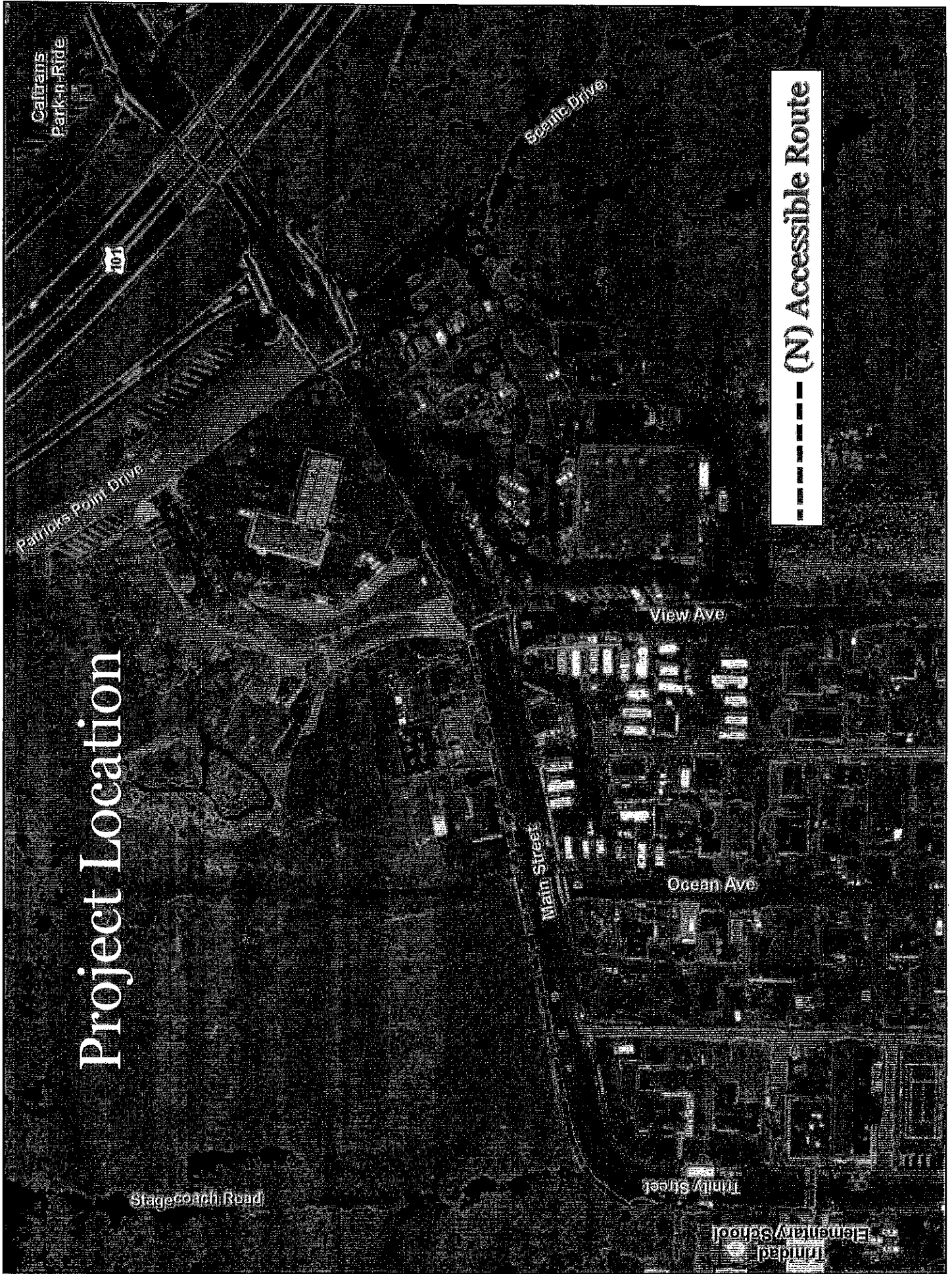
# Project Goals

- Provide an accessible route on the north side of Main Street from the Caltrans Park and Ride facility, east of the Highway 101 interchange, to the Trinidad Elementary School on Trinity Street.
- Include elements that will convey a sense of arrival to Trinidad, establish a positive community image and promote pedestrian safety.

# Project Location



# Project Location



Caltrans  
Park-n-Ride

101

Searles Drive

----- (N) Accessible Route

View Ave.

Ocean Ave.

Main Street

Patrick's Point Drive

Stagecoach Road

Timothy Street

Linda Elementary School

[illegible]

# On Camp

101

and curb gutter  
4.5' level

# On Core Repair

THE UNIVERSITY OF CHICAGO PRESS

Computer

**IN CAR, GUTTER  
SIDEWALK**

# U-Carb-Pump

100% LOCAL PRODUCT

Luciana (E) ADA  
Curb Ramp W/  
Unicafeq Domes

View Ave

Ocean Ave

Update (E) ADA  
Curb Ramp for  
Truncated Con

Trinidad Elementary School

Trinity Street

W. G. RAMP

中国电子技术

**THE**

# Will Carls Ramp

**Concrete Crosswalk**

Concrete crosswalks are made from concrete slabs that are poured and finished in place. They are typically used for pedestrian crossings and are known for their durability and low maintenance.

**Asphalt Crosswalk**

Asphalt crosswalks are made from asphalt material that is laid down and finished in place. They are typically used for pedestrian crossings and are known for their smooth surface and ease of repair.

**Painted Crosswalk**

Painted crosswalks are made by painting white or yellow paint onto the pavement surface. They are typically used for pedestrian crossings and are known for their low cost and ease of application.

**Crosswalk Tiles**

Crosswalk tiles are made from various materials such as brick, stone, or concrete. They are typically used for pedestrian crossings and are known for their aesthetic appeal and durability.

**Crosswalk Mats**

Crosswalk mats are made from rubber or plastic material that is laid down over the pavement surface. They are typically used for pedestrian crossings and are known for their slip-resistant surface and ease of installation.

**Crosswalk Strips**

Crosswalk strips are made from reflective material that is applied to the pavement surface. They are typically used for pedestrian crossings and are known for their high visibility at night.

**Crosswalk Signs**

Crosswalk signs are made from various materials such as wood, metal, or plastic. They are typically used to mark pedestrian crossings and are known for their durability and ease of installation.

**Crosswalk Lights**

Crosswalk lights are made from various materials such as glass or plastic. They are typically used to illuminate pedestrian crossings and are known for their safety and visibility.

**Crosswalk Bumpers**

Crosswalk bumpers are made from rubber or plastic material that is installed along the edge of the crosswalk. They are typically used to prevent vehicles from driving over the crosswalk and are known for their safety and durability.

**Crosswalk Curb Extensions**

Crosswalk curb extensions are made from concrete or asphalt material that is added to the end of the crosswalk. They are typically used to provide additional space for pedestrians and are known for their safety and accessibility.

**Crosswalk Planters**

Crosswalk planters are made from various materials such as wood, metal, or plastic. They are typically used to hold plants or flowers along the side of the crosswalk and are known for their aesthetic appeal and safety.

**Crosswalk Benches**

Crosswalk benches are made from various materials such as wood, metal, or plastic. They are typically used to provide seating for pedestrians waiting to cross the street and are known for their comfort and safety.

**Crosswalk Bollards**

Crosswalk bollards are made from various materials such as metal or plastic. They are typically used to protect pedestrians from vehicles and are known for their safety and durability.

**Crosswalk Reflectors**

Crosswalk reflectors are made from reflective material that is placed along the side of the crosswalk. They are typically used to increase the visibility of the crosswalk at night and are known for their safety and effectiveness.

**Crosswalk Stencils**

Crosswalk stencils are made from various materials such as paper or plastic. They are typically used to apply paint or other markings to the pavement surface and are known for their ease of use and accuracy.

**Crosswalk Templates**

Crosswalk templates are made from various materials such as paper or plastic. They are typically used to guide the placement of crosswalk materials and are known for their precision and consistency.

**Crosswalk Markings**

Crosswalk markings are made from various materials such as paint or reflective material. They are typically used to mark the edges of the crosswalk and are known for their clarity and visibility.

**Crosswalk Signals**

Crosswalk signals are made from various materials such as metal or plastic. They are typically used to control traffic flow at pedestrian crossings and are known for their safety and efficiency.

**Crosswalk Sensors**

Crosswalk sensors are made from various materials such as electronic components. They are typically used to detect the presence of pedestrians and are known for their accuracy and reliability.

**Crosswalk Cameras**

Crosswalk cameras are made from various materials such as electronic components. They are typically used to monitor pedestrian activity and are known for their security and surveillance capabilities.

**Crosswalk Analytics**

Crosswalk analytics are made from various materials such as software or hardware. They are typically used to analyze pedestrian behavior and are known for their insights and data-driven decision making.

**Crosswalk Research**

Crosswalk research is made from various materials such as academic journals or reports. They are typically used to study pedestrian behavior and are known for their scientific and scholarly contributions.

**Crosswalk Innovation**

Crosswalk innovation is made from various materials such as new technologies or products. They are typically used to improve pedestrian safety and are known for their creative and forward-thinking solutions.

**Crosswalk Design**

Crosswalk design is made from various materials such as architectural plans or drawings. They are typically used to plan and implement pedestrian crossings and are known for their artistic and functional contributions.

**Crosswalk Construction**

Crosswalk construction is made from various materials such as labor or equipment. They are typically used to build and install crosswalk infrastructure and are known for their practical and hands-on contributions.

**Crosswalk Maintenance**

Crosswalk maintenance is made from various materials such as cleaning supplies or tools. They are typically used to keep crosswalks in good condition and are known for their routine and preventive care contributions.

**Crosswalk Safety**

Crosswalk safety is made from various materials such as educational programs or campaigns. They are typically used to promote safe pedestrian behavior and are known for their awareness and prevention contributions.

**Crosswalk Accessibility**

Crosswalk accessibility is made from various materials such as ramps or tactile paving. They are typically used to ensure that all pedestrians can safely cross the street and are known for their inclusive and equitable contributions.

**Crosswalk Education**

Crosswalk education is made from various materials such as brochures or workshops. They are typically used to teach pedestrians about safe crossing techniques and are known for their informative and instructional contributions.

**Crosswalk Training**

Crosswalk training is made from various materials such as courses or seminars. They are typically used to prepare professionals for crosswalk-related tasks and are known for their professional and skill-building contributions.

**Crosswalk Certification**

Crosswalk certification is made from various materials such as exams or credentials. They are typically used to verify the qualifications of individuals working in the field and are known for their standardization and quality assurance contributions.

**Crosswalk Accreditation**

Crosswalk accreditation is made from various materials such as audits or reviews. They are typically used to evaluate the performance of organizations and are known for their external validation and credibility contributions.

**Crosswalk Compliance**

Crosswalk compliance is made from various materials such as regulations or standards. They are typically used to ensure that crosswalk projects meet legal requirements and are known for their regulatory and adherence contributions.

**Crosswalk Best Practices**

Crosswalk best practices are made from various materials such as guidelines or manuals. They are typically used to share knowledge and lessons learned across the industry and are known for their practical and evidence-based contributions.

**Crosswalk Case Studies**

Crosswalk case studies are made from various materials such as reports or articles. They are typically used to document successful crosswalk projects and are known for their real-world examples and detailed analysis contributions.

**Crosswalk Publications**

Crosswalk publications are made from various materials such as books or magazines. They are typically used to disseminate information about crosswalk topics and are known for their written and printed contributions.

**Crosswalk Conferences**

Crosswalk conferences are made from various materials such as events or gatherings. They are typically used to bring professionals together to discuss crosswalk issues and are known for their networking and collaborative contributions.

**Crosswalk Workshops**

Crosswalk workshops are made from various materials such as hands-on activities or exercises. They are typically used to engage participants in learning about crosswalk topics and are known for their interactive and experiential contributions.

**Crosswalk Seminars**

Crosswalk seminars are made from various materials such as presentations or lectures. They are typically used to deliver specialized information about crosswalk topics and are known for their focused and targeted contributions.

**Crosswalk Webinars**

Crosswalk webinars are made from various materials such as online videos or audio recordings. They are typically used to reach a wider audience and are known for their digital and remote contributions.

**Crosswalk Podcasts**

Crosswalk podcasts are made from various materials such as audio files or transcripts. They are typically used to provide ongoing commentary on crosswalk topics and are known for their portable and accessible contributions.

**Crosswalk Blogs**

Crosswalk blogs are made from various materials such as website posts or articles. They are typically used to share news and updates about crosswalk topics and are known for their timely and engaging contributions.

**Crosswalk Social Media**

Crosswalk social media is made from various materials such as posts or tweets. They are typically used to connect with the public and are known for their interactive and community-oriented contributions.

**Crosswalk Newsletters**

Crosswalk newsletters are made from various materials such as email blasts or printouts. They are typically used to keep subscribers informed about crosswalk topics and are known for their regular and direct contributions.

**Crosswalk Reports**

Crosswalk reports are made from various materials such as documents or presentations. They are typically used to present findings and recommendations related to crosswalk topics and are known for their formal and structured contributions.

**Crosswalk Studies**

Crosswalk studies are made from various materials such as research papers or dissertations. They are typically used to conduct in-depth investigations into crosswalk topics and are known for their thorough and analytical contributions.

**Crosswalk Surveys**

Crosswalk surveys are made from various materials such as questionnaires or interviews. They are typically used to gather data and feedback from pedestrians and are known for their quantitative and qualitative contributions.

**Crosswalk Interviews**

Crosswalk interviews are made from various materials such as conversations or discussions. They are typically used to gain insights from experts and stakeholders in the field and are known for their personal and conversational contributions.

**Crosswalk Focus Groups**

Crosswalk focus groups are made from various materials such as group discussions or brainstorming sessions. They are typically used to explore specific crosswalk topics in depth and are known for their collaborative and exploratory contributions.

**Crosswalk Delphi Method**

Crosswalk delphi method is made from various materials such as iterative surveys or questionnaires. They are typically used to gather expert opinions and are known for their structured and systematic contributions.

**Crosswalk Nominal Group Technique**

Crosswalk nominal group technique is made from various materials such as individual brainstorming or voting processes. They are typically used to generate ideas and decisions quickly and are known for their efficient and organized contributions.

**Crosswalk Brainstorming**

Crosswalk brainstorming is made from various materials such as free-flowing idea generation or mind mapping exercises. They are typically used to encourage creative thinking and are known for their spontaneous and open-ended contributions.

**Crosswalk Mind Mapping**

Crosswalk mind mapping is made from various materials such as visual diagrams or flowcharts. They are typically used to organize thoughts and information and are known for their visual and hierarchical contributions.

**Crosswalk SWOT Analysis**

Crosswalk SWOT analysis is made from various materials such as strategic planning tools or frameworks. They are typically used to assess strengths, weaknesses, opportunities, and threats and are known for their comprehensive and balanced contributions.

**Crosswalk PESTLE Analysis**

Crosswalk PESTLE analysis is made from various materials such as environmental scanning tools or frameworks. They are typically used to analyze political, economic, social, technological, legal, and environmental factors and are known for their holistic and contextual contributions.

**Crosswalk Porter's Five Forces**

Crosswalk Porter's five forces is made from various materials such as competitive strategy models or frameworks. They are typically used to analyze the competitive environment and are known for their strategic and analytical contributions.

**Crosswalk Value Chain Analysis**

Crosswalk value chain analysis is made from various materials such as process mapping or optimization tools. They are typically used to identify areas for improvement and are known for their operational and efficiency contributions.

**Crosswalk Balanced Scorecard**

Crosswalk balanced scorecard is made from various materials such as performance measurement systems or dashboards. They are typically used to track progress towards goals and are known for their multi-dimensional and data-driven contributions.

**Crosswalk Benchmarking**

Crosswalk benchmarking is made from various materials such as comparison studies or industry standards. They are typically used to measure performance against peers and are known for their comparative and aspirational contributions.

**Crosswalk Root Cause Analysis**

Crosswalk root cause analysis is made from various materials such as problem-solving techniques or fishbone diagrams. They are typically used to identify the underlying causes of issues and are known for their investigative and corrective contributions.

**Crosswalk Failure Mode and Effect Analysis**

Crosswalk failure mode and effect analysis is made from various materials such as risk assessment tools or matrices. They are typically used to predict potential failures and are known for their proactive and preventative contributions.

**Crosswalk Six Sigma**

Crosswalk six sigma is made from various materials such as process improvement methodologies or frameworks. They are typically used to reduce defects and variability and are known for their disciplined and statistical contributions.

**Crosswalk Lean Manufacturing**

Crosswalk lean manufacturing is made from various materials such as waste reduction strategies or principles. They are typically used to optimize production processes and are known for their efficiency and waste-minimization contributions.

**Crosswalk Total Quality Management**

Crosswalk total quality management is made from various materials such as continuous improvement philosophies or systems. They are typically used to enhance product and service quality and are known for their customer-centric and long-term contributions.

**Crosswalk ISO 9001**

Crosswalk ISO 9001 is made from various materials such as international standards or certifications. They are typically used to demonstrate conformity with quality requirements and are known for their global and standardized contributions.

**Crosswalk ISO 14001**

Crosswalk ISO 14001 is made from various materials such as environmental management system standards or certifications. They are typically used to demonstrate commitment to environmental protection and are known for their sustainability and responsible contributions.

**Crosswalk ISO 26000**

Crosswalk ISO 26000 is made from various materials such as guidance on social responsibility or ethical practices. They are typically used to address societal expectations and are known for their transparency and accountability contributions.

**Crosswalk ISO 45001**

Crosswalk ISO 45001 is made from various materials such as occupational health and safety standards or certifications. They are typically used to ensure worker well-being and are known for their safety and health contributions.

**Crosswalk ISO 50001**

Crosswalk ISO 50001 is made from various materials such as energy management system standards or certifications. They are typically used to improve energy efficiency and are known for their resource conservation and climate change contributions.

**Crosswalk ISO 27001**

Crosswalk ISO 27001 is made from various materials such as information security management system standards or certifications. They are typically used to protect sensitive information and are known for their cybersecurity and data privacy contributions.

**Crosswalk ISO 28000**

Crosswalk ISO 28000 is made from various materials such as supply chain risk management standards or certifications. They are typically used to manage risks in the supply chain and are known for their resilience and security contributions.

**Crosswalk ISO 31000**

Crosswalk ISO 31000 is made from various materials such as risk management framework standards or guidelines. They are typically used to identify and manage risks effectively and are known for their systematic and structured contributions.

**Crosswalk ISO 39000**

Crosswalk ISO 39000 is made from various materials such as road traffic safety management system standards or certifications. They are typically used to reduce road accidents and are known for their safety and mobility contributions.

**Crosswalk ISO 43000**

Crosswalk ISO 43000 is made from various materials such as asset management system standards

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# THE NEW YORK TIMES

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**THE**

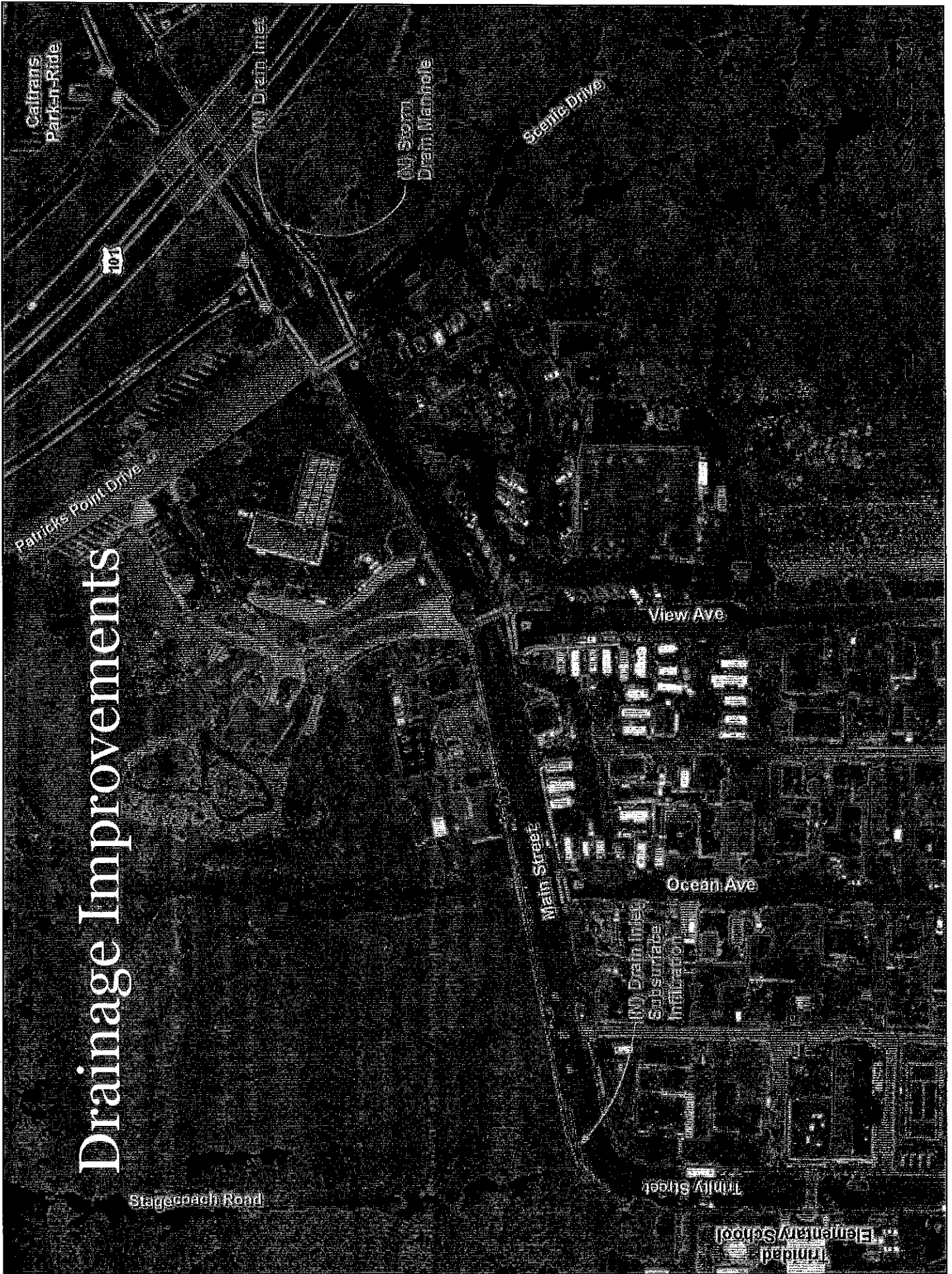
1. The first step in the process is to identify the problem. This involves gathering information about the situation and the people involved.

AGRI (3)

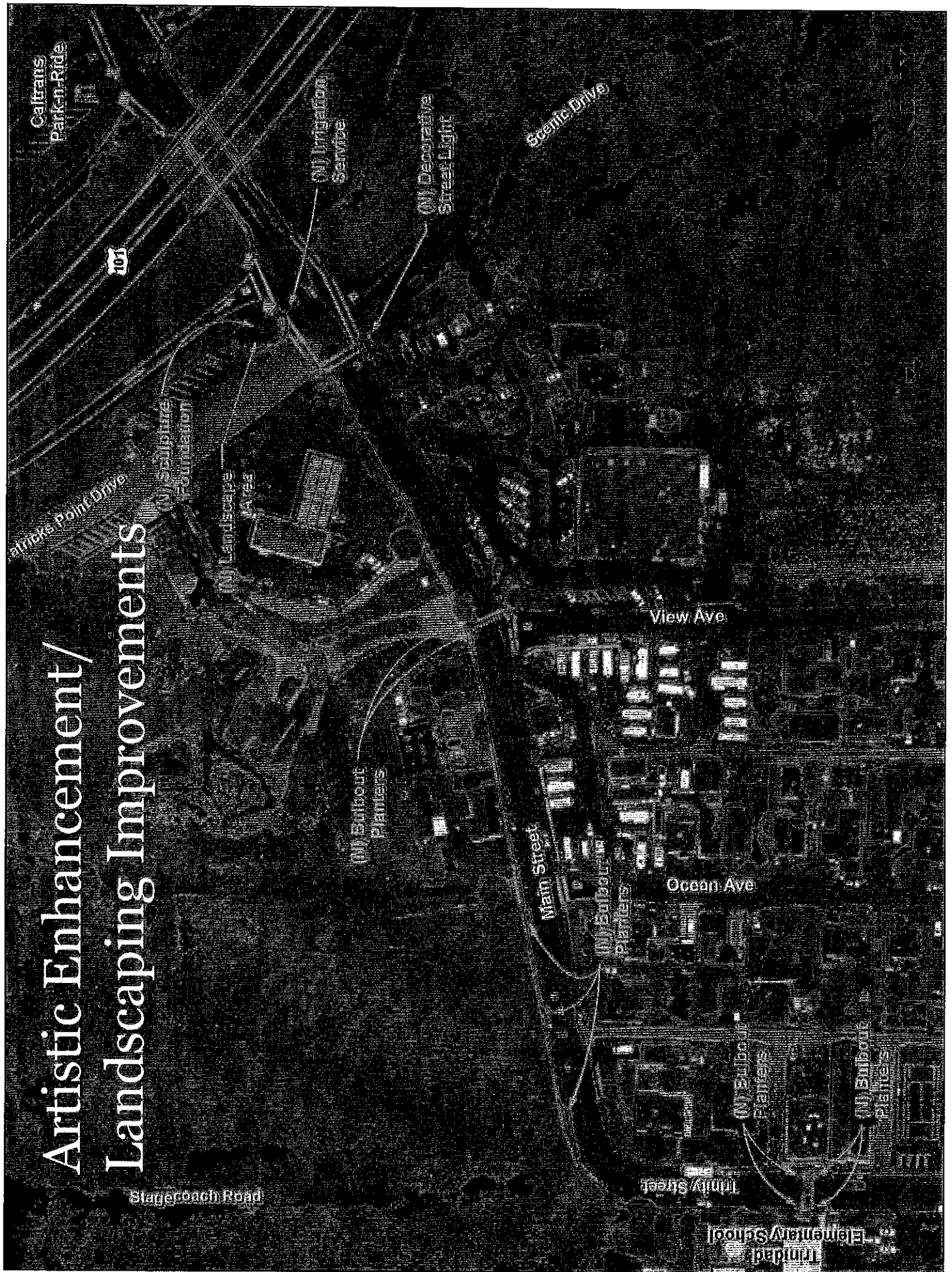
Euro Karpoum

# Studio Caledonia

# Drainage Improvements



# Artistic Enhancement/ Landscaping Improvements



# Tentative Schedule



- November 2011 - TE Construction Allocation Request Submitted to Caltrans
- January 2012 - Submit Final PS&E Package to Caltrans for Review
- January 25/26, 2012 - CTC Meeting/Construction Allocation
- February 2012 - Submit TE & HR3 Authorization Request to Caltrans
- March 2012 - Project Bidding and Award
- April 2012 - Notice to Proceed
- May 2012 - Begin Construction
- July 2012 - Complete Construction

# Main Street & Trinity Street Gateway TE/HR3 Project





## **AGENDA ITEM 2**

### **SUPPORTING DOCUMENTATION FOLLOWS WITH: 4 PAGES**

2. Continued Discussion/Decision regarding Proposed Draft Water Rate Increase

## **DISCUSSION/ACTION AGENDA**

Date: December 14, 2011

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### **Item: Water Rate Increase**

**Background:** The Council has discussed various water rate scenarios over the last several meetings. At November's meeting, the Council directed staff to explore the possibility of rate structures that encourage conservation, while at the same time will not result in substantial rate increases on its larger customers, such as the school. To achieve this, it is possible for the Council to consider a uniform discount for volume used in excess of a specified amount (8,000 cubic feet). This would be in the form of a declining block rate for larger users, which could be defended as an economy of scale, in that at a certain point it does not cost as much to provide water.

The proposed Notice of Public Hearing is attached and the Council is requested to adopt the proposed change in monthly water rates to be incorporated in said Notice. A number of rate structures are attached, each of which are estimated to generate an annual increase of \$50,000 per year.

1. Uniform Block Rate with a \$40 monthly base rate, a 15% Out-of-City differential
2. Consumption Block Rate with a \$40 monthly base rate, a 15% Out-of-City differential
3. Consumption/ Declining Block Rate with a \$40 monthly base rate, a 15% Out-of-City differential

Based on use history, the uniform discount is expected to apply only to the school and the casino.

**Proposed Action:** Adopt a proposed change in monthly water rates and authorize staff to give appropriate notice to water customers of February 8, 2011 Public Hearing.

## Trinidad Water Rate Scenarios for December 14, 2011 Trinidad City Council Meeting

Table 1 below is the same as Table 2 from the November City Council Meeting. This was the preferred rate structure selected in October with the revenue requirement reduced by \$50,000 which correspondingly reduced the consumption charges and monthly user charges.

**Table 1: Adjusted Rate Scenario for \$50,000 Reduction in Revenue Requirement**

<b>Uniform Block, 15% Out of City, No water in base rate</b>		
	<b>Inside City</b>	<b>Outside City</b>
Base Rate	\$40.00	\$46.00
Consumption	\$4.20/100 Cubic Feet	\$4.83/100 Cubic Feet
<b>Sample Monthly Billing</b>		
<b>Usage (Cubic Feet)</b>	<b>Inside City</b>	<b>Outside City</b>
100	\$44.20	\$50.83
300	\$52.60	\$60.49
700	\$69.40	\$79.81
10,000	\$460.00	\$529.00

<b>CHANGE IN MONTHLY WATER RATES</b>						
	<b>Inside City Customers</b>			<b>Outside City Customers</b>		
<b>Usage (Cubic Feet)</b>	<b>Existing</b>	<b>Proposed</b>	<b>Change</b>	<b>Existing</b>	<b>Proposed</b>	<b>Change</b>
300	\$34.98	\$52.60	\$17.62	\$52.43	\$60.49	\$8.06
700	\$45.02	\$69.40	\$24.38	\$67.59	\$79.81	\$12.22
5,000	\$152.95	\$250.00	\$97.05	\$230.56	\$287.50	\$56.94
10,000	\$278.45	\$460.00	\$181.55	\$420.06	\$529.00	\$108.94

Table 2 Below shows a revised rate structure for a conservation block instead of a uniform rate. There are two blocks with a break at 700 cubic feet, which is the peak summer month median water use. There is a \$1.00 increase after 700 cubic feet.

<b>Table 2: Adjusted Rate Scenario for \$50,000 Reduction in Revenue Requirement</b>		
<b>Conservation Block, 15% Out of City, No water in base rate</b>		
	<b>Inside City</b>	<b>Outside City</b>
Base Rate	\$40.00	\$46.00
Consumption (0-700)	\$4.00/100 Cubic Feet	\$4.60/100 Cubic Feet
Consumption (Greater than 700)	\$5.00/100 Cubic Feet	\$5.75/100 Cubic Feet
<b>Sample Monthly Billing</b>		
<b>Usage (Cubic Feet)</b>	<b>Inside City</b>	<b>Outside City</b>
100	\$44.00	\$50.60
300	\$52.00	\$59.80
700	\$68.00	\$78.20
10,000	\$533.00	\$612.95

<b>CHANGE IN MONTHLY WATER RATES</b>						
	<b>Inside City Customers</b>			<b>Outside City Customers</b>		
<b>Usage (Cubic Feet)</b>	<u>Existing</u>	<u>Proposed</u>	<u>Change</u>	<u>Existing</u>	<u>Proposed</u>	<u>Change</u>
300	\$34.98	\$52.00	\$17.02	\$52.43	\$59.80	\$7.37
700	\$45.02	\$68.00	\$22.98	\$67.59	\$78.20	\$10.61
5,000	\$152.95	\$283.00	\$130.05	\$230.56	\$325.45	\$94.89
10,000	\$278.45	\$533.00	\$254.55	\$420.06	\$612.95	\$192.89

A third scenario was run, which reduced the consumption charge back to the starting consumption rate after 8,000 cubic feet. Only the school and casino use this amount of water. The price break is reasonable given the economy of scale for larger water users. This change did not have a significant impact on the annual revenue generated, reducing it only by \$1,000, so no adjustments were made to the two other rate tiers. Table 3 shows the rates and the change for a 10,000 cubic foot user.

<b>Table 3: Adjusted Rate Scenario for \$50,000 Reduction in Revenue Requirement</b>		
<b>Conservation/ Declining Block, 15% Out of City, No water in base rate</b>		
	<b>Inside City</b>	<b>Outside City</b>
Base Rate	\$40.00	\$46.00
Consumption (0-700)	\$4.00/100 Cubic Feet	\$4.60/100 Cubic Feet
Consumption (700-8,000)	\$5.00/100 Cubic Feet	\$5.75/100 Cubic Feet
Consumption (Greater than 8,000)	\$4.00/100 Cubic Feet	\$4.60/100 Cubic Feet
<b>CHANGE IN MONTHLY WATER RATES</b>		
	<b>Inside City Customers</b>	<b>Outside City Customers</b>

Usage (Cubic Feet)	<u>Existing</u>	<u>Proposed</u>	<u>Change</u>	<u>Existing</u>	<u>Proposed</u>	<u>Change</u>
10,000	\$278.45	\$513.00	\$234.55	\$420.06	\$589.95	\$169.89

To facilitate the best understanding of the impacts of the different rate structures on the City's two largest water users, Table 4 was developed which compares the monthly rates for the peak water use month for the Trinidad School and the Cher-Ae Heights Casino.

<b>Table 4: Comparison of Monthly Rates for the Trinidad School and Cher-Ae Heights Casino</b>			
	<b>Table 1 Scenario</b>	<b>Table 2 Scenario</b>	<b>Table 3 Scenario</b>
Peak School Use (17,720 Cubic Feet/ month)	\$784.24	\$919.00	\$821.80
Peak Casino Use (15,690 Cubic Feet)	\$803.83	\$940.13	\$851.69



### **AGENDA ITEM 3**

#### **SUPPORTING DOCUMENTATION FOLLOWS WITH: 2 PAGES**

3. Discussion/Decision regarding request from Trinidad Head Study Committee to expand Committee's Tasks to include vegetation management recommendations.

## DISCUSSION/ACTION AGENDA

Date: December 14, 2011

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Item: Request from Trinidad Head Study Committee to expand Committee's Tasks to include vegetation management recommendations.

Background: The tasks of the Trinidad Head Study Committee as approved by the Council and set forth in the solicitation for committee applicants were as follows:

- *Determining who has regulatory authority over the Head;*
- *Determining who owns the Head and what are the boundaries; and*
- *Compiling the existing documents, treaties and agreements that regulate activities on the Head.*

*Additional tasks that may be considered by the Committee include:*

- *Identifying the top ten public concerns about the Head; and*
- *Determining the feasibility or organizing a trail steward program.*

At their October 25, 2011 meeting, the Trinidad Head Study Committee approved submittal of a number of recommendations to the Trinidad Planning Commission regarding the issue of vegetation management on Trinidad Head. Since this goes beyond the boundaries of the Committee's original charges as directed by the Council, the Committee is now asking the Council to expand its tasks to include vegetation management recommendations.

While the document as already submitted by the Committee will be taken into consideration in defining maintenance practices, staff does not support officially adding such a task to the list of Committee responsibilities. Staff is confident that they will be able to define historical maintenance practices to the satisfaction of the staff at the Coastal Commission, and thereby obtain a Coastal Development Permit to continue historical, routine trail maintenance functions for the continued enjoyment of trail users. **It should once again be emphasized that there is no intent to widen any road or trail areas or view sites beyond that which have historically been maintained.** Although committee members are no doubt well-intentioned and comments and/or suggestions from individual citizens are welcome on this or any other subject involving city functions, neither Council nor Committee involvement should be necessary to assist staff in defining historical, routine practices.

Proposed Action: Staff supports taking no action to expand the Committee's tasks to include vegetation management activities.

Trinidad Head Study Committee  
Trinidad, California 95570  
November 15, 2011

Trinidad City Council  
P. O. Box 390  
Trinidad, California 95570

Dear Mayor Bhardwaj and City Council Members Davies,  
Fulkerson, Miller and Morgan,

The Trinidad Head Study Committee (THSC) feels that their tasks should be expanded to include vegetation management recommendations.

At the first meeting of the THSC on September 28, 2011, a majority of the members expressed an interest in vegetation management on the Head, including invasion of non-native plants, maintenance of the trails and roadsides and improving coastal view points.

This committee was seemingly created as a result of public concern about the January 2011 road project that caused excessive damage to native vegetation along the roadside.

According to Planning Commission records of their October 19, 2011 meeting, it appears that a reason for delaying a decision on CDP 2011-6 was to first get input from this committee. The THSC felt this was a reason to submit vegetation management recommendations before spring growth resumes.

We are requesting that the City Council expand the list of tasks of the Trinidad Head Study Committee to include recommendations for vegetation management on Trinidad Head.

Sincerely,

Trinidad Head Study Committee  
Approved 5-0 (Lindgren, Waters, Russo, Laos, Binnie)

CC: Trinidad City Manager



## **AGENDA ITEM 4**

### **SUPPORTING DOCUMENTATION FOLLOWS WITH: 1 PAGES**

4. Discussion/Decision regarding proposal to purchase and finance 490 Trinidad Street property known as the Trinidad Art Gallery.

**DISCUSSION/ACTION AGENDA**  
**Morgan/Fulkerson**

**Date: December 14, 2011**

**Item:** Discuss purchase and financing of 490 Trinity Street Property and Trinidad Art.

**Background:** The City has an opportunity to purchase 490 Trinity Street from the Trinidad Coastal Land Trust. With this purchase, the City would preserve and protect one of the 5 oldest homes in our community. With the help of the Trinidad Museum Society and volunteers, the Trinidad Art Gallery would continue to operate as the local Arts hub it has become.

Ned Simmons bought this house and has been running Trinidad Art here for over twenty years. In addition to being a focal point for showing selling, and promoting local artists, the gallery has served the community as a tourism attraction, and as a meeting place for various community organizations.

Ned has left the property to the Trinidad Coastal Land Trust, and there are financial encumbrances of about \$150K. Working with the Land Trust, the City would purchase the property for the encumbrance price, with the Land Trust holding an equity stake. The City would maintain the property and the Trinidad Museum Society *might assist* with managing Trinidad Art shows and gallery operations.

**Proposed Action from Morgan/Fulkerson:** Direct staff to explore financing options and report back next month for a purchasing decision.